City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

Meeting Agenda - Final Revised

City Council

Tuesday, June 2, 2026 | **9:00 AM** | **MacKenzie Hall - 800 Dunlop Road**

AS OF 6/2/26 SUPPLEMENT 2: ADDED INFORMATION TO OLD BUSINESS ITEM 12(a) AND CONSENT AGENDA ITEM 13(f); AS OF 5/27/26 SUPPLEMENT 1: ADDED INFORMATION TO OLD BUSINESS ITEM 12(a), CONSENT AGENDA ITEM 13(c), AND ADDED NEW CONSENT AGENDA ITEM 13(n)

PLEASE NOTE THAT THE CITY COUNCIL AGENDA IS SUBJECT TO CHANGE.

A COPY OF THE AGENDA PACKET IS AVAILABLE ON THE CITY'S WEBSITE AT WWW.MYSANIBEL.COM

"The Rules of Civility for Public Participation" as adopted by City Council can be found on the last page of this agenda. Reminder: Please turn all cell phones on to vibrate while in MacKenzie Hall.

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1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE (Vice Mayor Henshaw)

3. ROLL CALL

4. SET THE AGENDA

5. PLANNING COMMISSION REPORT (Commissioner Welch)

6. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

(Maximum time allotted, 20 minutes, with a limitation of 3 minutes per speaker.)

7. PRESENTATION(S)

a. Presentation of the City of Sanibel's Judith Ann Zimomra Scholarship Award from the city's Employee Dependent Scholarship Program:

i. Mackenzie Jackson, Daughter of Eric Jackson, Public Information Officer & Grant Manager, City Manager's Office

ii. Hunter Krawczuk, Son of Scott Krawczuk, Deputy Director of Public Works Department

b. CivicPlus PADS Automated Process for Special Event Permits, Sidewalk Sale Permits and City Facility Rentals

Attachments: Agenda Memorandum
PowerPoint Presentation

c. Energy Vision Presentation

Attachments: Agenda Memorandum
Added to the Record - Public Comment

8. 9:05 AM - SECOND READING AND PUBLIC HEARING

a. Limited exception for height, elevating existing structure

ORDINANCE 26-009 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES; FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum
Ordinance 26-009
PC Resolution 26-08
Business Impact Estimate

9. DISCUSSIONS OF DRAFT LEGISLATION

a. Dewatering and Pool Drainage

DISCUSSION ONLY - DRAFT ORDINANCE 26-012 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES; CHAPTER 30, ENVIRONMENT, ARTICLE II, LITTER, ADDING A NEW SECTION 30-38, UNLAWFUL DRAINING OF POOLS AND SPAS, AND AMENDING SECTION 30-39, UNLAWFUL DUMPING INTO WATER STORAGE AREAS; CHAPTER 70, UTILITIES, ARTICLE III. SANITARY SEWER SYSTEM, DIVISION 1, GENERALLY, ADDING A NEW SECTION 70-86, ILLICIT DISCHARGE; DIVISION 2, RATES, FEES, CHARGES, AMENDING SECTION 70-103, DEFINITIONS, AND SECTION 70-112, UNLAWFUL CONNECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum

Ordinance 26-012

10. FIRST READING OF AN ORDINANCE AND SCHEDULING OF PUBLIC HEARING

Note: The First Reading is not a public hearing and no discussion or testimony will be taken unless the ordinance changes permitted conditional or prohibited uses as required by State Statute

a. Dewatering and Pool Drainage

FIRST READING - ORDINANCE 26-012 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES; CHAPTER 30, ENVIRONMENT, ARTICLE II, LITTER, ADDING A NEW SECTION 30-38, UNLAWFUL DRAINING OF POOLS AND SPAS, AND AMENDING SECTION 30-39, UNLAWFUL DUMPING INTO WATER STORAGE AREAS; CHAPTER 70, UTILITIES, ARTICLE III. SANITARY SEWER SYSTEM, DIVISION 1, GENERALLY, ADDING A NEW SECTION 70-86, ILLICIT DISCHARGE; DIVISION 2, RATES, FEES, CHARGES, AMENDING SECTION 70-103, DEFINITIONS, AND SECTION 70-112, UNLAWFUL CONNECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum

Ordinance 26-012

11. COUNCIL COMMENTS

12. OLD BUSINESS

a. Fiscal Year 2027 Capital Improvement Plan Budget Discussion:

i. Strategic Goals

ii. Capital Improvement Projects (CIP) (Supplement 1)

Attachments: Agenda Memorandum - FY2027 Strategic Goals - Supplement 1

Link to Online Fiscal Year 2027 DRAFT CIP Budget - Supplement 1

Fiscal Year 2027 DRAFT CIP Budget (PDF Version) - Supplement 1

PowerPoint Presentation - Supplement 2

Added to the Record - Public Comments

b. E-bike Registration Program

Attachments: Agenda Memorandum
UPDATED Ebike Registration Policy
UPDATED Ebike Registration Decal
SUP Ebike Code of Conduct
Presentation Ebike Registration Program 06.02.26
Public Comments as of 05/26/26 5pm - 2 opposed
Added to the Record - Conflict of Interest - DeBruce
Added to the Record - Public Comments

13. CONSENT AGENDA

ANY PERSON MAY REQUEST THAT COUNCIL REMOVE AN ITEM FROM THE CONSENT AGENDA FOR DISCUSSION BY NOTIFYING THE CITY MANAGER, CITY CLERK, OR A COUNCIL MEMBER PRIOR TO OR AT THE MEETING.

CONSENT ITEMS PULLED FOR DISCUSSION

ADOPTION OF RESOLUTIONS

a. Dinkins Bayou Dredge

RESOLUTION 26-019 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, APPROVING BUDGET AMENDMENT 2026-005 TO APPROPRIATE FUNDING FOR DREDGING IN THE DINKINS BAYOU CHANNEL; AND PROVIDING AN EFFECTIVE DATE

Attachments: Resolution 26-019
Dinkins Bayou Estimate - Area 3 and 4

b. Amended Fiscal Year 2026 Classification Plan

RESOLUTION 26-018 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CITY OF SANIBEL FISCAL YEAR 2025-2026 COMPENSATION AND CLASSIFICATION PLAN; ADDING CYBERSECURITY ANALYST AND PLANNING TECHNICIAN JOB CLASSIFICATIONS; AUTHORIZING THE CITY MANAGER TO AMEND JOB DESCRIPTIONS AS NECESSARY TO KEEP SUCH DESCRIPTIONS CURRENT; AND PROVIDING AN EFFECTIVE DATE

Attachments: Agenda Memorandum
Resolution 26-018
FY26 Compensation and Classification Plan

BUSINESS ITEMS

c. Adoption of Minutes

Attachments: March 31, 2026 Minutes
April 21, 2026 Minutes - Supplement 1

d. Council Liaison Appointments

Attachments: Agenda Memorandum
Liaison List

e. Approval of a contract with Seahawk Florida Investments, LLC dba Tree West in the amount of $86,500 for the 2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming) project and authorize the City Manager to execute the contract

Attachments: Agenda Memorandum
Contract
Bid Tab - 2026 Sanibel River Clearing Project
River Clearing Tree West Bid
River Clearing ITB
River Clearing Plans
Addendum No. 1
Addendum No.2
River Clearing Bid Opening

f. Award the professional services for the Fishing Pier Replacement Project to Stantec Consulting Services in the amount of $278,344.00, and authorize the City Manager to execute the contract

Attachments: Agenda Memorandum
Sanibel Pier Full Replacement Proposal - Revised 6/1/26 - Supplement 2
Sanibel Pier Full Replacement Proposal
Exhibit A - Price Proposal
Exhibit B - Schedule of Rates
2509-563 Sanibel Pier Replacement Geotech Proposal
Stantec Consulting Services Inc. - Fully Executed Contract

g. Approval of a contract with Juniper Landscaping of FL in the amount of $324,112.10 for the Causeway Boulevard Planting Project (in coordination with the Roots in Resilience partnership) and authorize the City Manager to execute the contract.

Attachments: Agenda Memorandum
Contract
Bid Tabulation
Juniper Landscaping of FL - Bid
Bid Specifications
Project Plans
Causeway Blvd Addendum 1
Causeway Blvd Addendum 2

h. Approval of a contract with Energy Resources, Inc. in the amount of $970,000.00 for the Sanibel Slough Hydraulic Dredging Project and authorize the City Manager to execute the contract.

Attachments:
- Agenda Memorandum
- Contract
- Bid Tabulation
- Letter of Recommended Award
- Energy Resources Bid
- Invitation to Bid
- Sanibel Slough Plans
- Sanibel Slough Addendum 1
- Sanibel Slough Addendum 2
- Sanibel Slough Addendum 3
- Sanibel Slough Addendum 4
- Sanibel Slough Addendum 5
- Sanibel Slough Updated Bid Sheet

i. Approval of a Professional Services proposal submitted by APEX Engineering for construction oversight services for the Sanibel Slough Stormwater Capacity and Water Quality Improvement Project in the amount of $65,550.00 and authorize the City Manager to execute the agreement

Attachments:
- Agenda Memorandum
- APEX Engineering Proposal
- Professional Services Agreement PW24-007

j. Approval of an agreement with Bayside Dredging LLC to complete the 2026 SE Dinkins Bayou Dredging Project in the amount of $225,715 and authorize the City Manager to execute the agreement.

Attachments:
- Agenda Memorandum
- Dredge Volumes
- Contract
- Contract Attachments

k. Approval of Microsoft Cloud Annual Subscription Renewal (Office 365)

Attachments:
- Agenda Memorandum
- Sales Order
- Microsoft Customer Agreement

l. Approval of Amendment #1 to the Agreement between the City and Lee County Related to the Community Development Block Grant Disaster Recovery Program (CDBG-DR) for the Reconstruction of Fire Station #171 and Authorize the City Manager to Execute Same.

Attachments: Agenda Memorandum

Sanibel Fire Station 171 DR10257 Subrecipient Amendment

m. **A JOINT RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF SANIBEL PERTAINING TO THE MUNICIPALITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS, FEDERAL FISCAL YEARS 2026, 2027, AND 2028; PROVIDING FOR CERTAIN COMMITMENTS; AND PROVIDING AN EFFECTIVE DATE**

Attachments: Agenda Memorandum

2026 Sanibel & Lee County - Joint Resolution

2026 Lee County Letter

2019 CDBG Urban County Cooperation Agreement - Lee County & Sanibel

2022 CDBG Urban County Cooperation Agreement - Lee County & Sanibel

n. Approval of a scope of work proposal from Humiston & Moore Engineers, P.A. for the 2026 Island-Wide Beach Monitoring Survey & Assessment project and required post-construction reporting for completed beach renourishments at Lighthouse Beach Park, North Sanibel, and Clam Bayou in the amount of $160,891 and authorize the City Manager to execute the agreement (Supplement 1)

Attachments: Agenda Memorandum - Supplement 1

Proposal - Supplement 1

Professional Services Contract - Supplement 1

14. INFORMATIONAL ITEMS

a. Water Quality Report from Natural Resources Department

Attachments: Agenda Memorandum

Lee County OpEd on Lake Okeechobee Operations

b. Finance Department Reports

i. Causeway Counts

ii. Grants Report

Attachments: Agenda Memorandum - April 2026 Causeway Counts

Grants Report

15. GENERAL COUNCIL DISCUSSION

(Including comments, future agenda items, and general discussion)

a. Future Agenda Items Matrix

Attachments: Future Agenda Items - Summary Matrix

16. CITY MANAGER'S REPORT

17. CITY ATTORNEY'S REPORT

18. PUBLIC COMMENT

19. ADJOURNMENT

IF A PERSON DECIDES, TO APPEAL A DECISION MADE BY THE COUNCIL ON ANY MATTER CONSIDERED AT THIS MEETING/HEARING, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, TO INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH ANY SUCH APPEAL IS TO BE BASED.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, PERSONS NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING, TO INCLUDE HEARING IMPAIRMENT, SHOULD CONTACT SCOTTY LYNN KELLY, CITY CLERK, NO LATER THAN ONE DAY PRIOR TO THE PROCEEDINGS AT (239) 472-3700. FOR ADDITIONAL ASSISTANCE IF HEARING IMPAIRED, TELEPHONE THE FLORIDA RELAY SERVICE AT 711.

Citizens may request to receive Sanibel City Council and Planning Commission meeting agenda directly via e-mail. Citizens wishing to receive a copy of the agenda via e-mail may do so by visiting the City's website at www.mysanibel.com. Additionally, citizens may register to receive City announcements such as press releases.

Prior to requesting the agendas, the website reminds citizens that all e-mail addresses and requests submitted to the City are public information and governed by the applicable Florida Statute.

HORIZON – UPCOMING IMPORTANT DATES

Upcoming Important Dates

Attachments: Horizon Schedule

"RULES OF CIVILITY FOR PUBLIC PARTICIPATION"

In recognition that public discourse is essential to the democratic system of government on April 16, 2002, Sanibel City Council adopted a Proclamation embracing civility in public deliberations. These rules were updated February 22, 2007.

Therefore, Sanibel City Council sanctioned these rules for public participation while conducting meetings and workshops:

1. Speakers are permitted to deliver his or her comments without interruption.

2. Speakers and debates should focus on issues, not on persons or personalities.

3. Persons are encouraged to participate in the governmental process.

4. To allow time to hear all points of view, speakers are allotted 3 minutes each time they are recognized.

5. Sidebar discussions while others are speaking are not permitted in Council Chambers. These discussions are to be removed from the chamber so as not to be disruptive to those conducting and following Council business.

6. Only the speaker recognized by the Chairperson has the floor. Speakers should raise their hand to be recognized. Speakers should identify themselves for the record. Speakers should utilize the microphone so that their comments can be recorded.

7. Anyone wishing to speak on an issue is given an opportunity to speak before speakers are recognized for an opportunity to speak a second time on an issue.

8. We seek to understand one another's points of view.

9. Anger, rudeness, ridicule, impatience and lack of respect for others are not acceptable behavior. Demonstrations in support or opposition to a speaker or idea such as clapping, cheering, booing or hissing or intimidating body language are not permitted in Council Chambers or workshop facilities.

10. We should all take initiative to make things better. Our goal is to foster an environment, which encourages a fair discussion and exchange of ideas without fear of personal attacks.

AGENDA MEMORANDUM ***Recreation Department***

City Council Meeting Date: June 2, 2026

To: City Council

From: Andrea Miller, Recreation Director

Date: May 21, 2026

SUBJECT: Implementation of CivicPlus Process Automation Digital Services (PADS) for online special event permits, annual sidewalk sale permits, and city facility rentals

BACKGROUND:
The Sanibel Recreation Department is pleased to announce the launch of CivicPlus Process Automation and Digital Services (PADS) for online special event permits, annual sidewalk sale permits, and city facility rentals. This new digital platform represents an important step forward in improving operational efficiency and enhancing customer service.

The implementation of CivicPlus PADS is intended to streamline the application process for residents and event organizers, as well as streamline the review and approval process for City staff. This platform improves communication, increases accessibility, and provides a more efficient workflow for reviewing and processing applications.

Applicants may now complete and submit special event applications online through the City's CivicPlus portal: https://sanibelfl-sanibel-fl.app.transform.civicplus.com/. Additionally, account creation is not required to begin an application, allowing residents and organizers to access the system quickly.

CivicPlus PADS allows for easier application submission and tracking, real-time email notifications and updates, direct communication between City departments and applicants, digital event placards for approved events, document upload capability (event layouts; parking plans; certificates of insurance, etc.) and more.

During the implementation process, staff has conducted City-wide departmental trainings as well as offered two training sessions for community partners and frequent applicants.

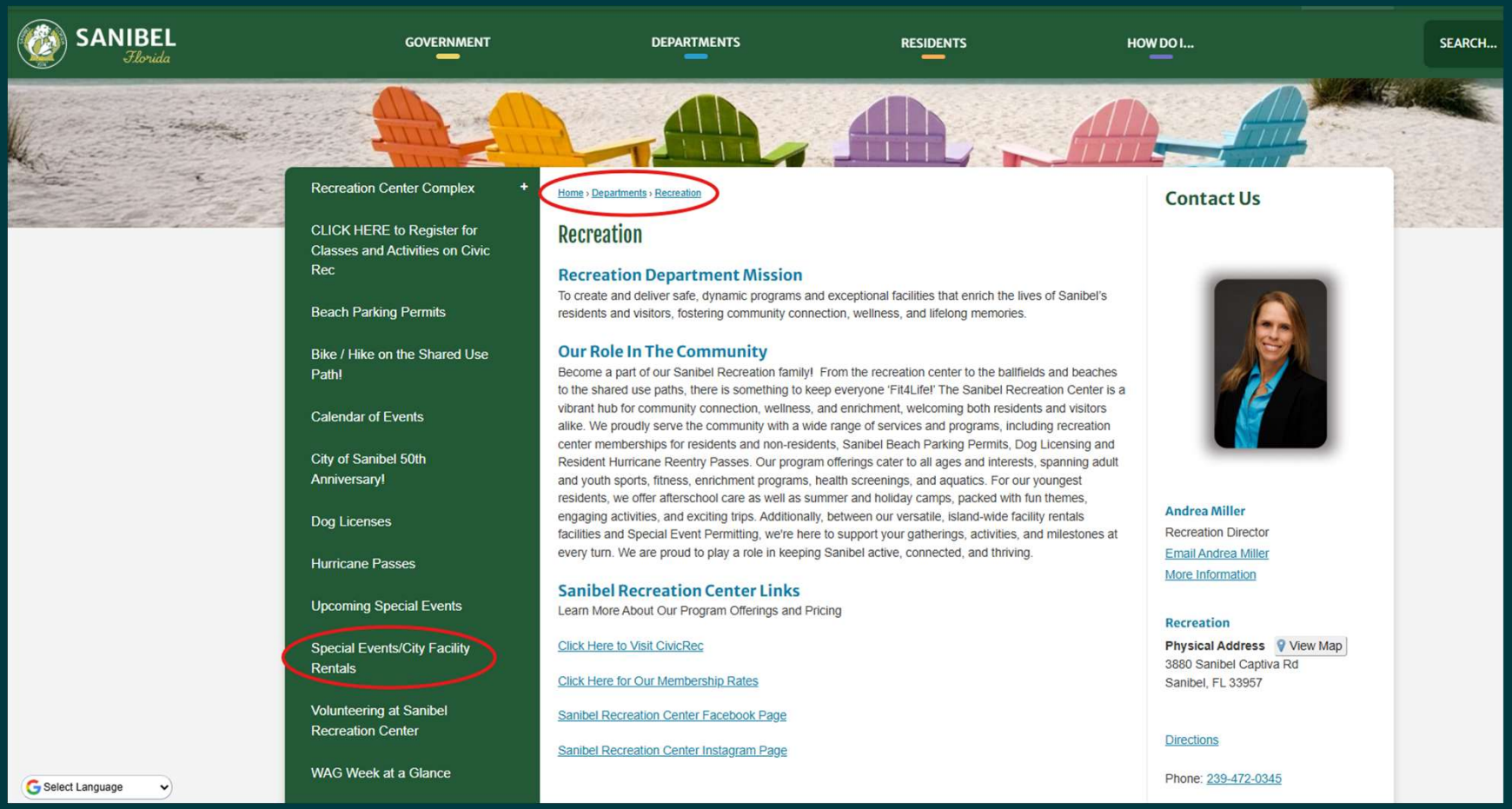
FUNDING SOURCE: N/A

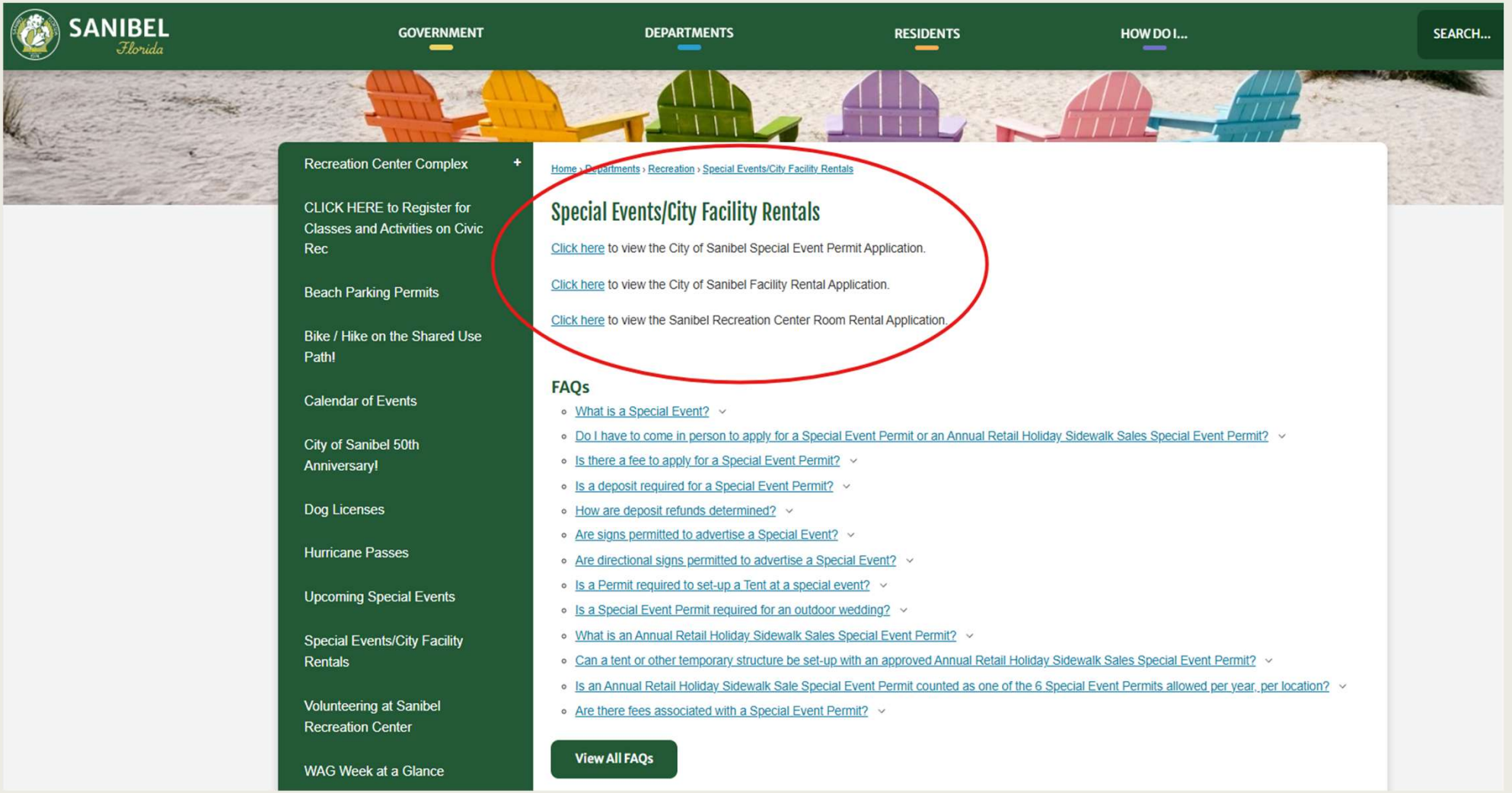
RECOMENDED ACTION: N/A

CivicPlus Process Automation Digital Services (PADS)

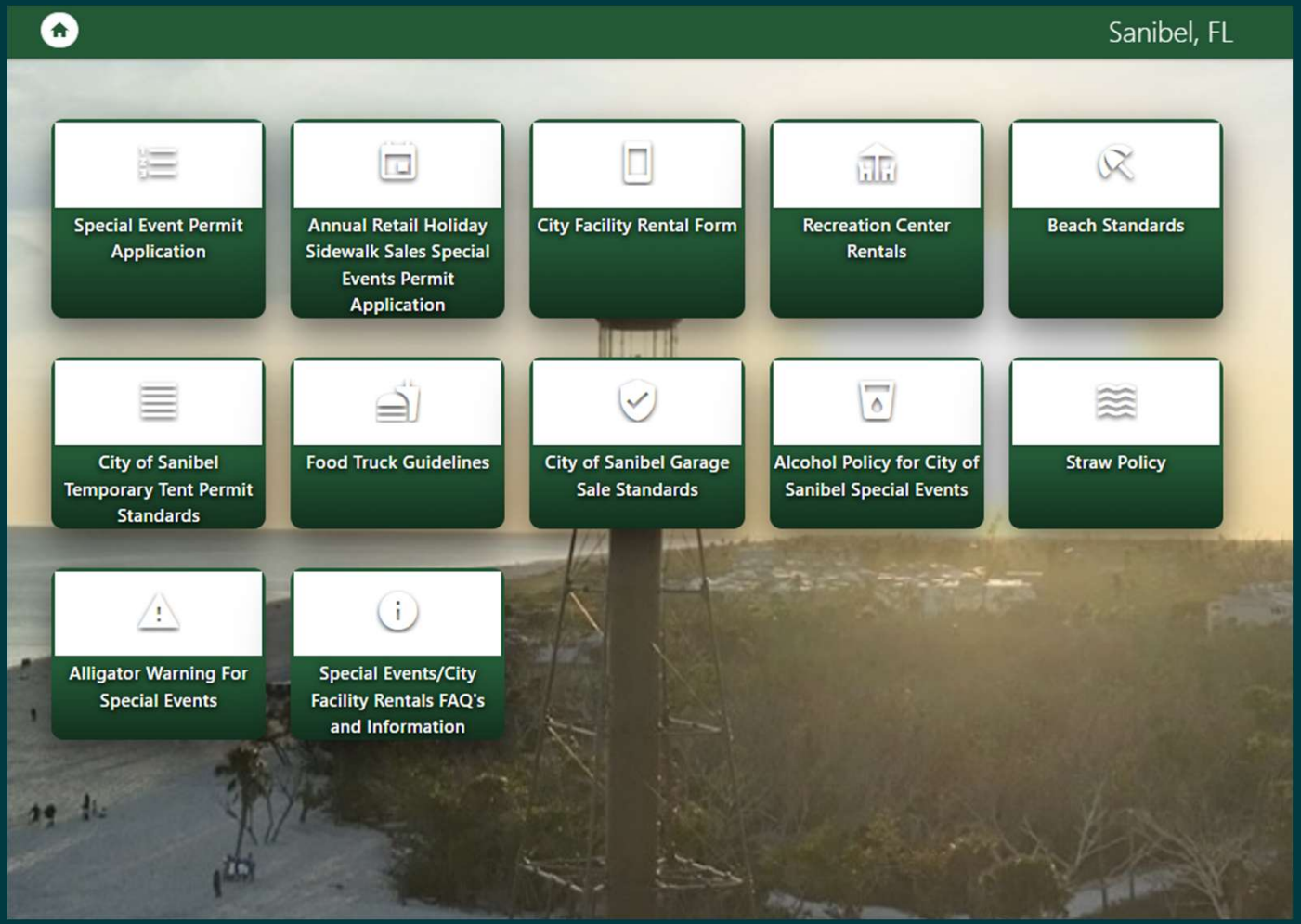
Online Special Event Permits, Annual Sidewalk Sale Permits, City Facility Rentals, Recreation Center Room Rentals

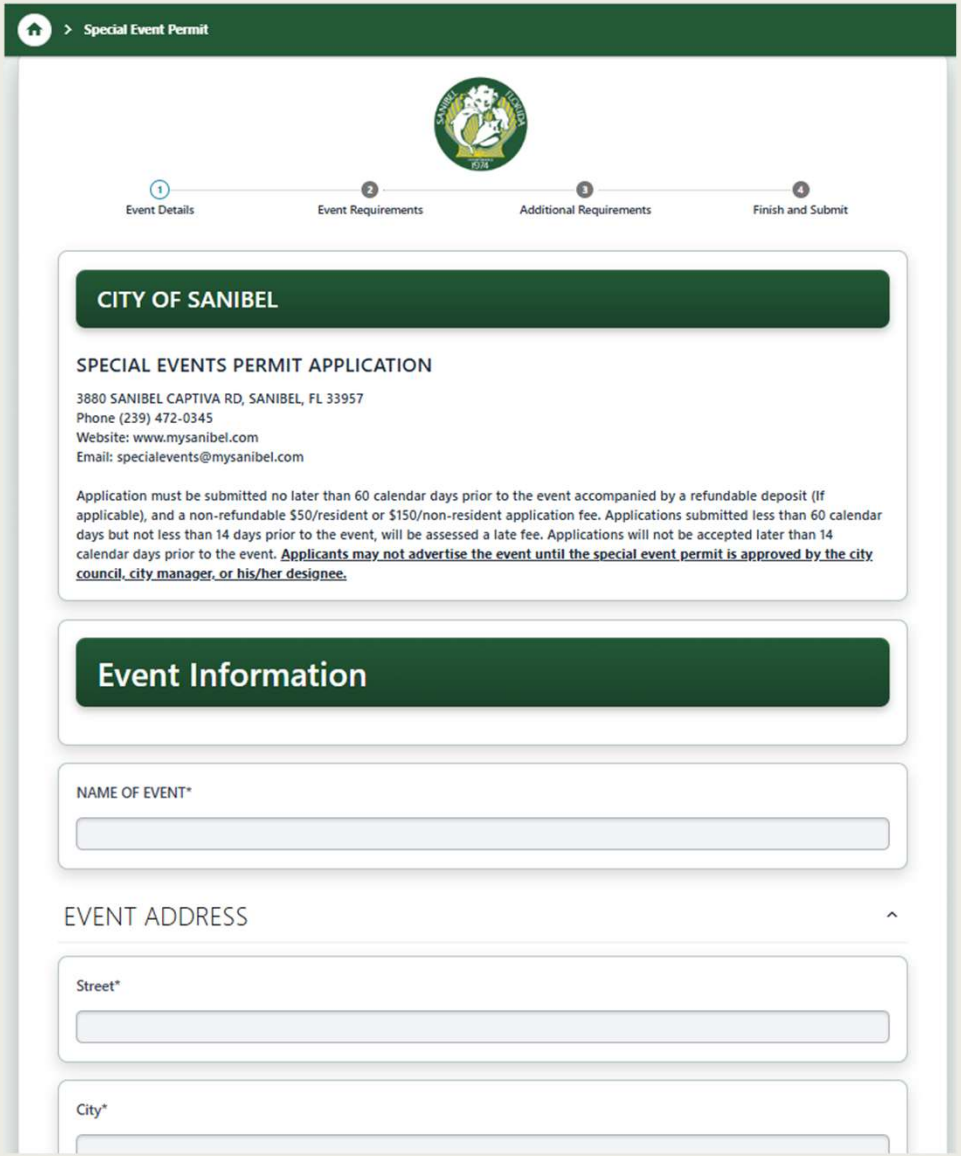
Same location … Different look …

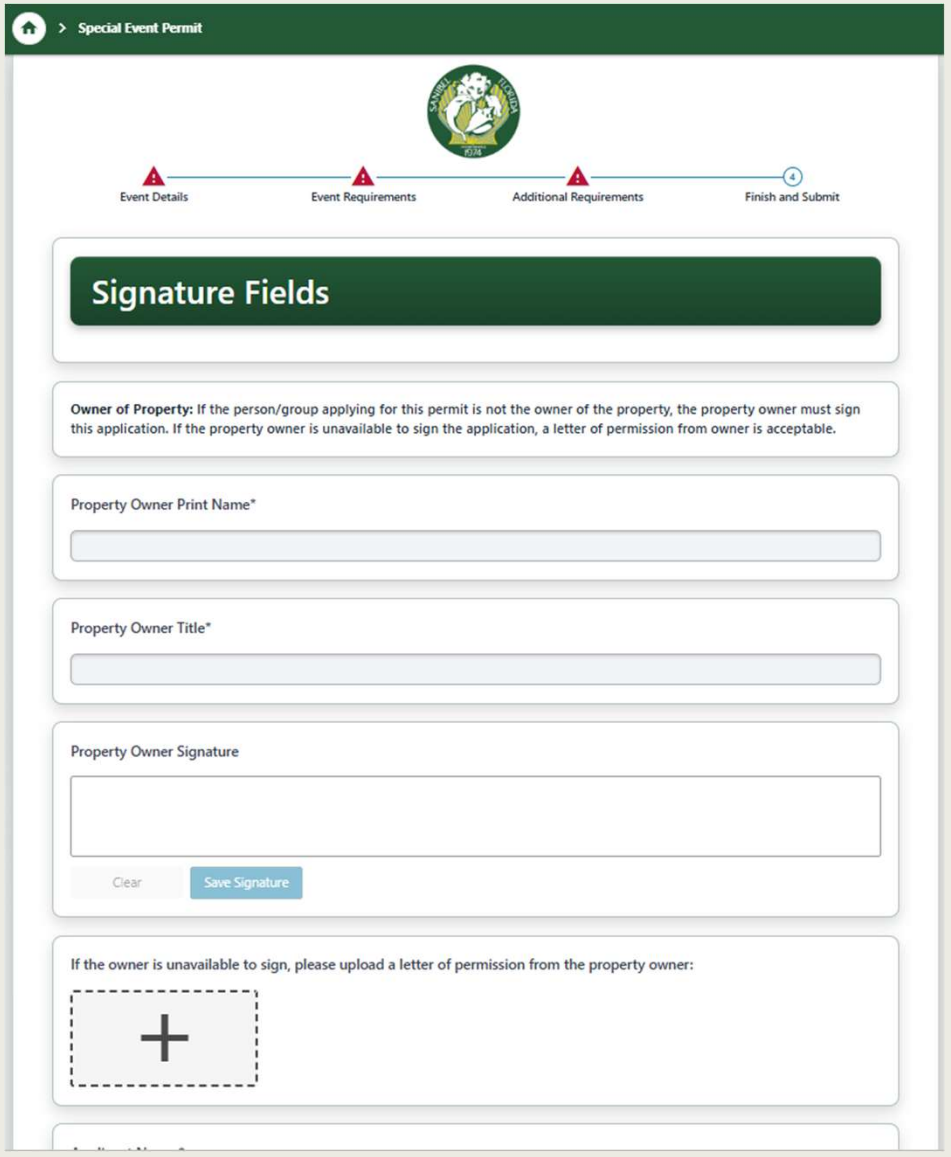



SANIBEL
Florida
GOVERNMENT
DEPARTMENTS
RESIDENTS
HOW DO I...
SEARCH...
Recreation Center Complex
CLICK HERE to Register for Classes and Activities on Civic Rec
Beach Parking Permits
Bike / Hike on the Shared Use Path!
Calendar of Events
City of Sanibel 50th Anniversary!
Dog Licenses
Hurricane Passes
Upcoming Special Events
Special Events/City Facility Rentals
Volunteering at Sanibel Recreation Center
WAG Week at a Glance
Home › Departments › Recreation › Special Events/City Facility Rentals
Special Events/City Facility Rentals
Click here to view the City of Sanibel Special Event Permit Application.
Click here to view the City of Sanibel Facility Rental Application.
Click here to view the Sanibel Recreation Center Room Rental Application.
FAQs
What is a Special Event?
Do I have to come in person to apply for a Special Event Permit or an Annual Retail Holiday Sidewalk Sales Special Event Permit?
Is there a fee to apply for a Special Event Permit?
Is a deposit required for a Special Event Permit?
How are deposit refunds determined?
Are signs permitted to advertise a Special Event?
Are directional signs permitted to advertise a Special Event?
Is a Permit required to set-up a Tent at a special event?
Is a Special Event Permit required for an outdoor wedding?
What is an Annual Retail Holiday Sidewalk Sales Special Event Permit?
Can a tent or other temporary structure be set-up with an approved Annual Retail Holiday Sidewalk Sales Special Event Permit?
Is an Annual Retail Holiday Sidewalk Sale Special Event Permit counted as one of the 6 Special Event Permits allowed per year, per location?
Are there fees associated with a Special Event Permit?
View All FAQs

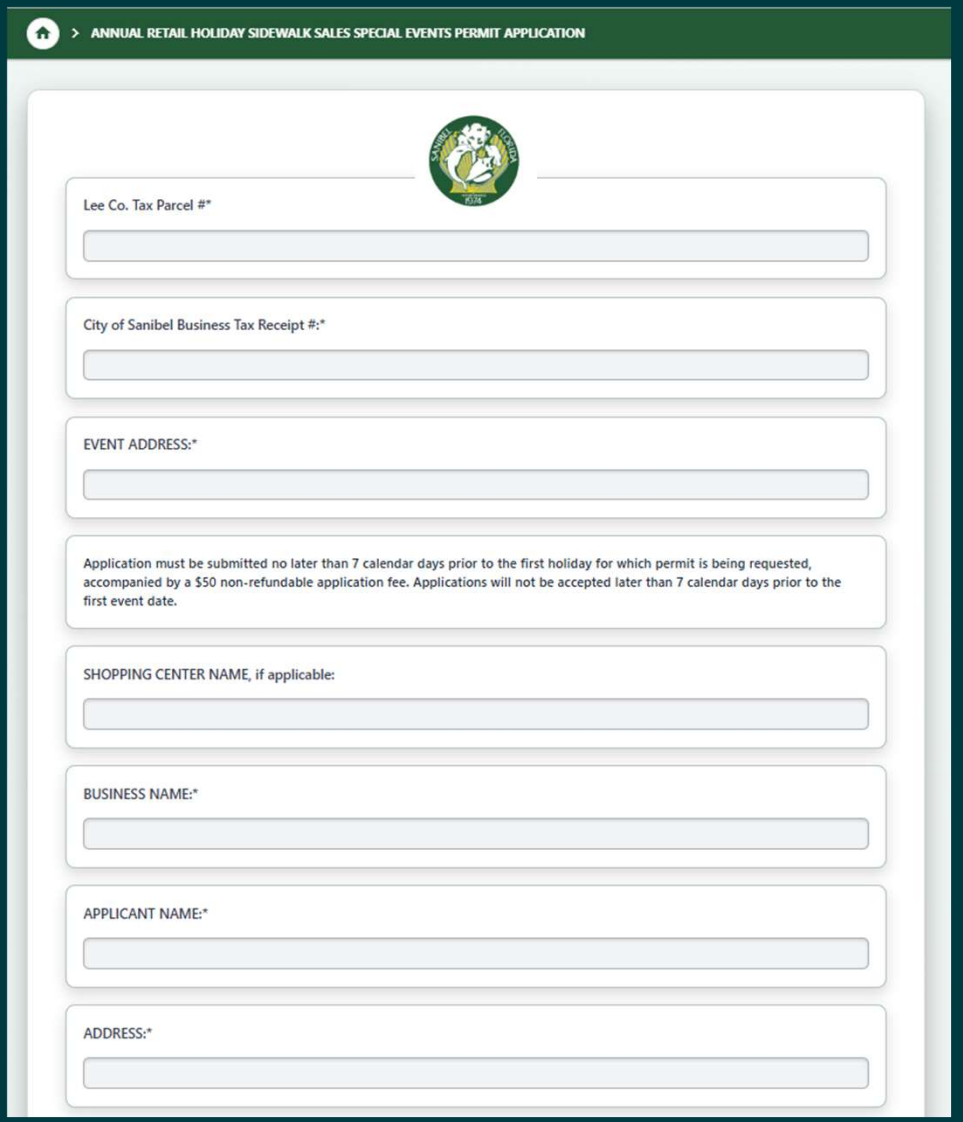
https://sanibelfl-sanibel-fl.app.transform.civicplus.com/




Special Event Permit
1 Event Details
2 Event Requirements
3 Additional Requirements
4 Finish and Submit
CITY OF SANIBEL
SPECIAL EVENTS PERMIT APPLICATION
3880 SANIBEL CAPTIVA RD, SANIBEL, FL 33957
Phone (239) 472-0345
Website: www.mysanibel.com
Email: specialevents@mysanibel.com
Application must be submitted no later than 60 calendar days prior to the event accompanied by a refundable deposit (If applicable), and a non-refundable $50/resident or $150/non-resident application fee. Applications submitted less than 60 calendar days but not less than 14 days prior to the event, will be assessed a late fee. Applications will not be accepted later than 14 calendar days prior to the event. Applicants may not advertise the event until the special event permit is approved by the city council, city manager, or his/her designee.
Event Information
NAME OF EVENT*
EVENT ADDRESS
Street*
City*


Special Event Permit
Event Details
Event Requirements
Additional Requirements
4 Finish and Submit
Signature Fields
Owner of Property: If the person/group applying for this permit is not the owner of the property, the property owner must sign this application. If the property owner is unavailable to sign the application, a letter of permission from owner is acceptable.
Property Owner Print Name*
Property Owner Title*
Property Owner Signature
Clear
Save Signature
If the owner is unavailable to sign, please upload a letter of permission from the property owner:

City Facility Rentals
1
City of Sanibel Rental Agreement
2
City Facility Rental Policy
City of Sanibel Rental Agreement
3880 Sanibel Captiva Rd, Sanibel, FL 33957
(239) 472-3700
Website: www.mysanibel.com
Email: reccenter@mysanibel.com
Prior to filling out this form contact the Sanibel Recreation Center at (239) 472-0345, to ensure the facility is available and to determine if event activities require a Special Event Permit. Events with more than 25 participants/attendees require a Special Event Permit.
Applicant Name*
Applicant Address*
Applicant City/State/Zip*
Applicant Phone Number *
Applicant Email Address*


ANNUAL RETAIL HOLIDAY SIDEWALK SALES SPECIAL EVENTS PERMIT APPLICATION
Lee Co. Tax Parcel #*
City of Sanibel Business Tax Receipt #:*
EVENT ADDRESS:*
Application must be submitted no later than 7 calendar days prior to the first holiday for which permit is being requested, accompanied by a $50 non-refundable application fee. Applications will not be accepted later than 7 calendar days prior to the first event date.
SHOPPING CENTER NAME, if applicable:
BUSINESS NAME:*
APPLICANT NAME:*
ADDRESS:*

New Pending Approval - Special Event Permit

Process Automation and Digital Services<noreply@civicplus.com>

To: ames@civicplus.com; Andrea L. Miller; Charlotte M. Durand; Gabrielle S. Cooper Angeles

Reply | Reply all | Forward

Tue 5/5/2026 11:40 AM

Flagged

Some content in this message has been blocked because the sender isn't in your Safe senders list.

Trust sender | Show blocked content

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Logo

New Pending Approval

You have been assigned a new pending approval for the form: **Special Event Permit**.

Please click the button below to view and action the form submission.

View Form Submission

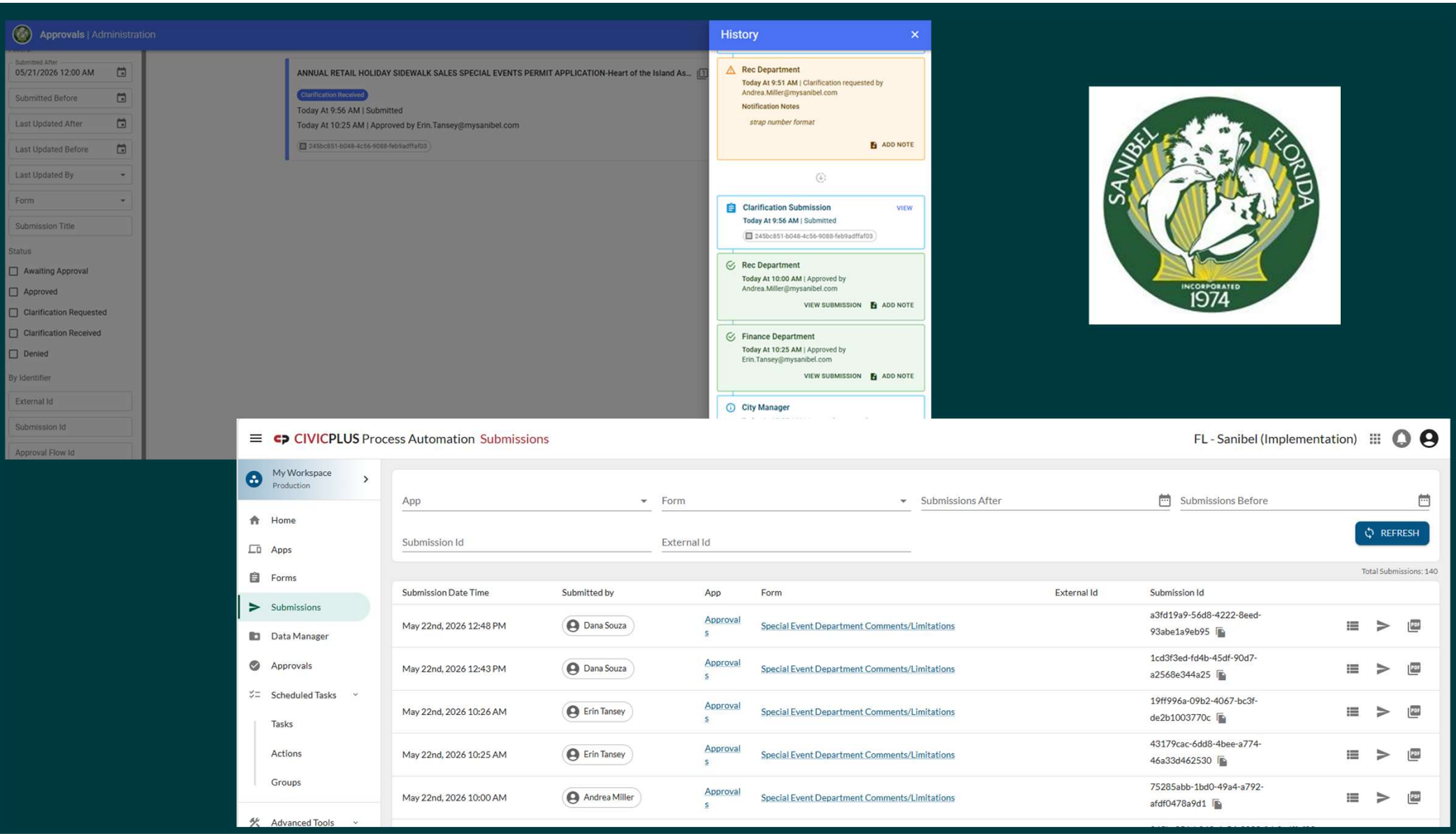
Click here to update your notification preferences

Reply | Reply all | Forward

Special Event Department Comments/Limitations
05/19/2026 1:56 PM (EDT)
Submitted by Jon Smith (Jon.Smith@mysanibel.com)

Special Event Department Comments/Limitations

Department Comments/Limitations	1) Police Officer 1) Traffic Control Officer 8:30am - 3:00pm- $890.00. No roadside or roadway parking.
Department Personnel Name	Lt. Jon Smith
Department Personnel Signature	
Date	05/19/2026


Approvals | Administration
Submitted After
05/21/2026 12:00 AM
Submitted Before
Last Updated After
Last Updated Before
Last Updated By
Form
Submission Title
Status
Awaiting Approval
Approved
Clarification Requested
Clarification Received
Denied
By Identifier
External Id
Submission Id
Approval Flow Id
ANNUAL RETAIL HOLIDAY SIDEWALK SALES SPECIAL EVENTS PERMIT APPLICATION-Heart of the Island As...
Clarification Received
Today At 9:56 AM | Submitted
Today At 10:25 AM | Approved by Erin.Tansey@mysanibel.com
245bc851-b048-4c56-9088-feb9adffaf03
History
Rec Department
Today At 9:51 AM | Clarification requested by Andrea.Miller@mysanibel.com
Notification Notes
strap number format
ADD NOTE
Clarification Submission
VIEW
Today At 9:56 AM | Submitted
245bc851-b048-4c56-9088-feb9adffaf03
Rec Department
Today At 10:00 AM | Approved by Andrea.Miller@mysanibel.com
VIEW SUBMISSION
ADD NOTE
Finance Department
Today At 10:25 AM | Approved by Erin.Tansey@mysanibel.com
VIEW SUBMISSION
ADD NOTE
City Manager
CIVICPLUS Process Automation Submissions
FL - Sanibel (Implementation)
My Workspace
Production
Home
Apps
Forms
Submissions
Data Manager
Approvals
Scheduled Tasks
Tasks
Actions
Groups
Advanced Tools
App
Form
Submissions After
Submissions Before
Submission Id
External Id
REFRESH
Total Submissions: 140
Submission Date Time
Submitted by
App
Form
External Id
Submission Id
May 22nd, 2026 12:48 PM
Dana Souza
Approvals
Special Event Department Comments/Limitations
a3fd19a9-56d8-4222-8eed-93abe1a9eb95
May 22nd, 2026 12:43 PM
Dana Souza
Approvals
Special Event Department Comments/Limitations
1cd3f3ed-fd4b-45df-90d7-a2568e344a25
May 22nd, 2026 10:26 AM
Erin Tansey
Approvals
Special Event Department Comments/Limitations
19ff996a-09b2-4067-bc3f-de2b1003770c
May 22nd, 2026 10:25 AM
Erin Tansey
Approvals
Special Event Department Comments/Limitations
43179cac-6dd8-4bee-a774-46a33d462530
May 22nd, 2026 10:00 AM
Andrea Miller
Approvals
Special Event Department Comments/Limitations
75285abb-1bd0-49a4-a792-afdf0478a9d1

SE 26-099 Dow Rice Wedding 10/23/2026

reccenter

Reply | Reply all | Forward

To: **Specialevents_distributiongroup;** tiffany.beyke@sundialresort.com

Fri 5/22/2026 12:44 PM

SE 26-099 Dow Rice Weddin...
556 KB

Attached please find your final approved special event permit application and placard. Please make sure your event contact person has this email with the approved application and permit the day of your event.

If you have any questions please call 239-472-0345 or email reccenter@mysanibel.com.

Special Event Permit
05/14/2026 11:18 AM (EDT)

CITY OF SANIBEL

SPECIAL EVENTS PERMIT APPLICATION

3880 SANIBEL CAPTIVA RD, SANIBEL, FL 33957
Phone (239) 472-0345
Website: www.mysanibel.com
Email: specialevents@mysanibel.com

Application must be submitted no later than 60 calendar days prior to the event accompanied by a refundable deposit (If applicable), and a non-refundable $50/resident or $150/non-resident application fee. Applications submitted less than 60 calendar days but not less than 14 days prior to the event, will be assessed a late fee. Applications will not be accepted later than 14 calendar days prior to the event. **Applicants may not advertise the event until the special event permit is approved by the city council, city manager, or his/her designee.**

Event Information

DATE	05/12/2026
NAME OF EVENT	Dow Rice Wedding
Street	1451 Middle Gulf Drive
City	Sanibel
State	FL
Zip	33957
Lee County Parcel (STRAP) Number	30-46-23-T4-00009-0010
Name of shopping center or complex, if applicable	n/a
NAME OF APPLICANT	Tiffany Beyke
Street	1451 Middle Gulf Drive
City	Sanibel
State	FL
Zip	33957
APPLICANT PHONE	239-395-6009
APPLICANT EMAIL ADDRESS	tiffany.beyke@sundialresort.com
NAME OF CONTACT PERSON AT THE EVENT	Amber Walker
PHONE NUMBER OF CONTACT PERSON AT THE EVENT	239-395-7220

Special Event Department Comments/Limitations
05/15/2026 9:59 AM (EDT)
Approved by Matthew Velazquez (matthew.velazquez@mysanibel.com)

Special Event Department Comments/Limitations

Department Comments/Limitations	Date of event coincides with Sea Turtle/Shorebird Nesting Season. Applicant must ensure no disturbance to any nearby identified nesting areas and must adhere to year-long beach standards. No activities may occur after sunset. Projected sunset time is 6:52 PM.
Department Personnel Name	Matthew Velazquez
Department Personnel Signature	Matthew Velazquez
Date	05/15/2026

CITY OF SANIBEL
SPECIAL EVENT PERMIT

PERMIT # 26-099

APPLICANT/BUSINESS NAME: Tiffany Beyke

LOCATION OF EVENT: 1451 Middle Gulf Drive

EVENT NAME/TYPE: Dow Rice Wedding

CONTACT PERSON: Amber Walker 239-395-7220

AUTHORIZED EVENT DATE(S): 10/23/2026

EVENT TIME: 4:30PM - 5:30PM

TEMPORARY STRUCTURES/SIGNS: 1 Wedding Arch40 Chairs

This permit must be clearly displayed at event location at all times during authorized event dates. Applicant must have approved permit application and tent permit (If applicable) available upon request.

Event set-up and tear down, and display of signs and merchandise are permitted during the above listed authorized event dates only. Outdoor banners and balloons are strictly prohibited.

Andrea Miller	5/22/2026
Issued By:	Date:

AGENDA MEMORANDUM ***City Manager***

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Ashlee Painter, Chief Resilience Officer

Date: May 13, 2026

SUBJECT: Energy Vision for the Strategic Energy Plan

BACKGROUND: On December 16, 2025, the Sanibel City Council approved a grant awarded by the National Lab of the Rockies (NLR) to complete a Strategic Energy Plan.

The grant enables the City to participate in the fifth cohort of the Energy Technology Innovation Partnership Project (ETIPP). ETIPP helps coastal, remote, and island communities move toward the energy resilience goals they set for themselves. The program provides technical assistance through a community-driven process that identifies and plans solutions tailored to each community's unique energy and resilience challenges.

Regional Partners and technical experts will collaborate directly with our community throughout the planning process. Together, we will create a strategic energy plan that includes:

- A high-level assessment of Sanibel's current energy conditions;
- A baseline of existing energy use;
- Customized community goals; and
- A detailed action plan that outlines steps to improve energy resilience and affordability in the near, mid, and long term.

On April 20, 2026, a public workshop was held to develop an Energy Vision for the plan. The result of the workshop is the following vision:

"Sanibel strives for reliable, resilient, affordable, redundant, and plentiful energy systems within the community, while preserving the community's natural areas and wildlife as a sanctuary island."

A public survey was conducted after the workshop to gather additional feedback on the vision statement. A total of 180 people participated, with 83% agreeing with the Energy Vision. Approximately half of respondents recognized that the draft Energy Vision Statement represented a compromise among the diverse opinions of residents. Among those who suggested revisions, the most common request was to place greater emphasis on renewable energy.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Discussion. Approve the Energy Vision as written or as amended.

Outlook

Support for Renewable Energy in Sanibel's Energy Vision – Item 7.c, City Council Meeting

From Lyman Welch <lwelchpc@protonmail.com>
Date Thu 5/28/2026 12:02 PM
To sancouncil <sancouncil@mysanibel.com>

This Message Is From an External Sender
This message came from outside your organization.

Report Suspicious

Dear Sanibel City Council Members,

I am writing to express my strong support for including renewable energy as a listed component of Sanibel's Energy Vision within the Strategic Energy Plan currently under consideration.

As you prepare for the City Council meeting next Tuesday, I urge you to prioritize this matter during the discussion of Item 7.c. Sanibel has the opportunity—and responsibility—to be a leader in sustainable energy practices. Incorporating renewable energy into our Energy Vision will:

- **Reduce long-term energy costs** for residents and municipal operations
- **Enhance grid resilience**, particularly important for our coastal community
- **Demonstrate environmental stewardship** consistent with Sanibel's natural character
- **Position our city as a model** for other municipalities pursuing clean energy transitions

Thank you for your service and for considering this important issue. I look forward to seeing Sanibel take meaningful steps toward a cleaner, more sustainable energy future.

Sincerely,

Lyman Welch

Sent from Proton Mail for iOS.

AGENDA MEMORANDUM
Planning Department

City Council Meeting Date June 2, 2026

To: City Council

From: Paula N. C. McMichael, AICP, Planning Director

Date: May 14, 2026

SUBJECT: LIMITED EXCEPTION FOR HEIGHT – ELEVATING A NONCONFORMING STRUCTURE - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES; FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND:

Date	Meeting Type	Summary
02/24/2026	LDC Review Subcommittee	Proposed amendment for discussion, forwarded to Planning Commission 7-0
3/24/2026	Planning Commission	Recommend approval of draft resolution 7-0
05/06/2026	City Council	Discussion and first reading
06/02/2026	City Council	Second reading

The Land Development Code regulates height in residential districts in two ways: (1) overall height and (2) angle of light. Following Hurricane Ian, height standards in all residential districts were amended via Ordinance 23-025, effectively increasing allowable building height. Properties undertaking new construction or redevelopment must comply with these updated standards.

Last year, Ordinance 25-005 was adopted to address the reconstruction of structures substantially damaged by a natural disaster, in accordance with floodplain management standards set forth in Chapter 126, Article V, Division 5 – Standards for Building Back (Reconstruction) of Structures Substantially Damaged by a Natural Disaster. Section 126-212(5) provides:

> a. When reconstruction or elevation of a nonconforming structure to comply with minimum flood elevation requirements does not conform or increases the degree of nonconformity with applicable height standards; or
>
> b. For the purpose of resiliency from potential future storm surge, the height of the lowest habitable floor of a nonconforming structure may be elevated up to ten feet above existing grade and exceed applicable height limitations proportionally, including any angle of light restrictions.

At the February 24, 2026, LDC Review Sub-Committee meeting, staff explained that homeowners are pursuing permits to elevate ground level homes that were not substantially damaged by a natural disaster but wish to elevate for resiliency purposes and to comply with FEMA regulations and the Florida Building Code. Some of these structures are proposed to be elevated above the required flood elevation, which may result in nonconformance with applicable height standards, including angle-of-light requirements.

Staff recommended allowing up to ten (10) feet above grade for nonconforming structures, even where ten feet above grade exceeds the required design flood elevation, and allowing height limitations to be exceeded proportionally, including angle-of-light requirements. Staff finds that allowing these elevations furthers the City's resiliency goals, provided that the elevation achieves the required FEMA flood elevation and complies with the Florida Building Code.

Planning Commission recommended approval of the proposed ordinance 7-0 at their meeting of March 24, 2026.

Staff revised the wording reviewed by the Planning Commission from "10 feet above predevelopment grade" to "10 feet above predevelopment grade or highest adjacent grade, whichever is higher." Both terms are defined in the land development code:

Sec. 78-1:

> *Predevelopment grade* means the elevation of the average natural grade at base of structure. In reference to measuring the height of a structure, predevelopment means the elevation of the average crown of the adjacent road or roads, or average natural grade at base of structure, whichever is higher.

Sec. 94-124:

> *Highest adjacent grade*. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

City Council approved minor rewording at discussion on May 6 to remove the word "proportionally."

PROPOSAL: Amend Section 126-172 – (Nonconforming structures) improvement, reconstruction or relocation prohibited; exceptions, and Section 126-212 – Nonconforming structures, to allow for ground level homes to elevate up to ten feet above grade without regard to height limitations, for purposes of resiliency in the event of floods, as recommended by Planning Commission.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: City Council approval of Ordinance 26-09.

CITY OF SANIBEL
ORDINANCE 26-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES; FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on March 24, 2026, on specific proposed amendments to the Land Development Code; and

WHEREAS, the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment to allow a limited exception to height limitations for elevation of existing structures; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code (LDC), in accordance with the standards set forth in LDC Section 82-241; and

WHEREAS, the Planning Commission found the proposed amendments to the LDC as referenced above to be consistent with the Sanibel Plan and meet the requirements of LDC Section 82-241, and recommended by a vote of 7 to 0 that the City Council adopt said amendments in the form of an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 126, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 126 - ZONING

. . .

ARTICLE V. - NONCONFORMANCES

. . .

DIVISION 3 - STRUCTURES

. . .

Sec. 126-172. – (Nonconforming structures) improvements, reconstruction, or relocation

(a) Except as otherwise provided in this article and in article XII Resort Housing District in this chapter, no nonconforming structure may be reconstructed, moved, removed, relocated, or structurally altered, except in such fashion as to eliminate the nonconformance or as to reduce the degree of nonconformance as much as possible. Nonconforming seawalls outside of the areas where seawalls are a permitted use [subsection 126-101(1)] are nonconforming uses and must meet section 126-152 standards. The following shall, however, be permitted:

(1) Repairs or rehabilitations to a nonconforming structure which, in conjunction with prior repairs, do not amount to a material structural alteration or a substantial improvement as defined in chapter 94;

(2) The expansion of a structure which is nonconforming because of height, percentage of land coverage, residential density, commercial floor area, vegetation removal, or setback ~~area or yard~~ requirements, as long as such requirements are not further violated and as long as the expansion, considered by itself, would not violate such requirements;

(3) A structure nonconforming with the minimum design flood elevation required by the Floodplain Management Ordinance (Chapter 94), applicable federal flood regulations, or the Florida Building Code may be elevated up to ten (10) feet above predevelopment grade or highest adjacent grade, whichever is higher, and exceed applicable height limitations as a result thereof, including any angle of light restrictions, for the purpose of resiliency from floods.

(4~~3~~) Minor, cosmetic, nonstructural alterations to the side or front of a structure which encroaches on a required side or front yard setback, such as awnings or decorative architectural features, provided that such alterations do not extend further into the setback than that part of the structure closest to the property line; provided that no usable floor area is added; and provided that no other regulation contained in this Land Development Code, and to which the structure does not conform, is further violated;

(5~~4~~) Repairs or reconstruction of existing nonconforming seawalls where seawalls are a permitted use [subsection 126-101(1)] in human made waterbodies in accordance with the requirements found in subsections 126-101(2) through (20);

(6~~5~~) In the interest of safety, or to meet federal or state requirements for that use, consistent with section 78-3, development and construction to provide building access for persons with disabilities provided the development cannot practicably be accomplished within the existing perimeter, i.e., three-dimensional outline, of the structure and is the minimum necessary to provide such access, regardless of whether said development and construction increases or creates nonconformities pertaining to height, percentage of land coverage, commercial floor area, percentage of vegetation removal and developed area or setbacks and regardless of whether the structure is located within the Bay Beach Zone or Gulf Beach Zone;

(7~~6~~) In the Resort Housing District, reconstruction of existing nonconforming swimming pools and other accessory structures, including all related support components and equipment, which in conjunction with prior repairs or rehabilitation amount to a substantial improvement.

(8~~7~~) The fencing in or screening of the structure for purposes of security, safety, or reduced liability, as long as such fencing or screening is the minimum reasonably necessary for such purpose, both as to height and location, and as long as any such fencing complies with the requirements of subsections 126-1057(2) - (4) and section 126-1059;

(9~~8~~) In the interest of safety, security, and reduced liability, the addition of safety railings on roof decks, provided such railings do not extend beyond the footprint of the existing structure;

a. In the interest of general public safety, the reconstruction of existing nonconforming walkways in the same configuration as the existing failed structure and up to a width of 44 inches when part of a required means of egress; and

(10~~9~~) Building back (reconstruction) of a structure substantially damaged by a natural disaster in accordance with division 5 of this article.

. . .

DIVISION 5. – STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER

. . .

Sec. 126-212. – Nonconforming structures.

(a) When a nonconforming structure is destroyed or substantially damaged by accidental fire or other natural and disastrous force, such structure may be built back (reconstructed):

(1) Within its pre-disaster footprint;

(2) Within the three-dimensional outline of the lawfully existing habitable area of the pre-disaster building;

(3) Up to its pre-disaster gross square footage;

(4) Up to its lawfully existing number of dwelling units; and

(5) In compliance with the design ~~Elevated above the base~~ flood elevation~~s~~ required by federal flood regulations, chapter 94 of this Land Development Code, and the Florida Building Code, and conforming in all other respects to the Land Development Code requirements in effect at the time the substantially damaged building is built back (reconstructed)~~, except for height, under the following conditions:~~

a. A substantially damaged structure that is nonconforming may be built back to current design flood elevations and exceed height limitations.

b. A substantially damaged structure that is nonconforming may be built back and elevated up to ten (10) feet above predevelopment grade or highest adjacent grade, whichever is higher, and exceed applicable height limitations as a result thereof, including any angle of light restrictions, for the purpose of resiliency from floods.

~~When reconstruction or elevation of a nonconforming structure to comply with minimum flood elevation requirements does not conform or increases the degree of nonconformity with applicable height standards; or~~

~~b. For the purpose of resiliency from potential future storm surge, the height of the lowest habitable floor of a nonconforming structure may be elevated up to ten feet above existing grade and exceed applicable height limitations proportionally, including any angle of light restrictions.~~

(b) Applications to build-back a nonconforming structure that was destroyed or substantially damaged by accidental fire or other natural and disastrous force must be filed within two years of the date of the destruction or substantial damage to the building that is to be built back. If the declared state of local emergency extends beyond six months, the deadline to make application shall be extended to three years. If the declared state of

local emergency extends beyond one year, the deadline to make application shall be extended to four years.

(c) Replacement of a nonconforming use seawall that was destroyed or substantially damaged by a natural disaster (defined in chapter 78) must follow the standards established for revetments (sections 126-911 and 126-912), or living ~~alternative~~ shoreline stabilization project (section 126-99), or section 126-152. An expedited permitting process, which waives the requirement for planning commission approval, may be authorized by the city manager or their designee once confirmation of the destruction or substantial damage is determined to be caused by a natural disaster.

(d) In the case of a historic structure, as defined in chapter 94 or described in chapter 98, reconstruction is permitted as provided in this section, and in addition, in any manner which preserves the integrity of the structure as a historical structure.

. . .

SECTION 3. Codification. The City Manager is hereby authorized and directed to indicate these amendments in future City Code publications.

SECTION 4. Conflict. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby repealed. If any part of this ordinance conflicts with any other part, it shall be severed, and the remainder shall have full force and effect and be liberally construed.

SECTION 5. Severance. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 6. Effective date. This Ordinance shall be effective immediately upon adoption.

SCHEDULED FOR SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, ON THE 2ND DAY OF JUNE 2026.

Attest:

_____ _____

Scotty Lynn Kelly, City Clerk Mike Miller, Mayor

Approved as to form and legality:

_____

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller	_____	
Henshaw	_____	First Reading: May 5, 2026
DeBruce	_____	Publication Date: May 22, 2026
Johnson	_____	Second Reading: June 2, 2026
Smith	_____	

CITY OF SANIBEL
PLANNING COMMISSION RESOLUTION 26-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SANIBEL, FLORIDA, RECOMMENDING THAT CITY COUNCIL ADOPT AN ORDINANCE AMENDING THE CODE OF ORDINANCES, SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS.

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on March 24, 2026, at which the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment to allow a limited exception to height limitations for elevation of existing structures ; and

WHEREAS, the Planning Commission finds the proposed amendment to be consistent with the Sanibel Plan, as it relates to Objective 6 of Section 3.1.1. Hurricane Safety Element and Policy 6.3 to revise the land development code, as appropriate, to ensure continued responsiveness to threats posed by high winds and flooding; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code, in accordance with the standards set forth in Land Development Code Section 82-241.

NOW, THEREFORE, BE IT RESOLVED, the Planning Commission finds the proposed amendments to the Land Development Code attached hereto as Exhibit A, are consistent with the Sanibel Plan, meet the above-referenced requirements, and recommends that the City Council adopt said amendments in the form of an ordinance.

PASSED IN OPEN AND REGULAR SESSION OF THE PLANNING COMMISSION OF THE CITY OF SANIBEL, FLORIDA, THIS 24TH DAY OF MARCH 2026.

Attest:

Anna M. Hicks, Deputy City Clerk

Paul Nichols, Chair

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: March 24, 2026

Vote of Commission Members:

Nichols	Aye
Steiner	Aye
Burns	Aye
Colter	Aye
Schopp	Aye
Sergeant	Aye
Welch	Aye

EXHIBIT A OF RESOLUTION

Agenda Item
Meeting of

CITY OF SANIBEL
ORDINANCE 26-

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES; FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission held a legally and properly advertised public hearing on March 24, 2026, on specific proposed amendments to the Land Development Code; and

WHEREAS, the Planning Commission heard and considered comments and recommendations from the Planning Staff and the public pertaining to a draft amendment to allow a limited exception to height limitations for elevation of existing structures; and

WHEREAS, the Planning Commission may recommend to the City Council amendments to regulations of the Land Development Code (LDC), in accordance with the standards set forth in LDC Section 82-241; and

WHEREAS, the Planning Commission found the proposed amendments to the LDC as referenced above to be consistent with the Sanibel Plan and meet the requirements of LDC Section 82-241, and recommended by a vote of _ to _ that the City Council adopt said amendments in the form of an ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 126, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 126 - ZONING

. . .

ARTICLE V. - NONCONFORMANCES

. . .

DIVISION 3 - STRUCTURES

* * *

Sec. 126-172. – (Nonconforming structures) improvements, reconstruction, or relocation

(a) Except as otherwise provided in this article and in article XII Resort Housing District in this chapter, no nonconforming structure may be reconstructed, moved, removed, relocated, or structurally altered, except in such fashion as to eliminate the nonconformance or as to reduce the degree of nonconformance as much as possible. Nonconforming seawalls outside of the areas where seawalls are a permitted use [subsection 126-101(1)] are nonconforming uses and must meet section 126-152 standards. The following shall, however, be permitted:

(1) Repairs or rehabilitations to a nonconforming structure which, in conjunction with prior repairs, do not amount to a material structural alteration or a substantial improvement as defined in chapter 94;

(2) The expansion of a structure which is nonconforming because of height, percentage of land coverage, residential density, commercial floor area, vegetation removal, or setback ~~area or yard~~ requirements, as long as such requirements are not further violated and as long as the expansion, considered by itself, would not violate such requirements;

(3) A structure nonconforming with the minimum elevation requirements of the Floodplain Management Ordinance (chapter 94), applicable federal flood regulations, or the Florida Building Code may be elevated up to ten (10) feet above predevelopment grade, even if such elevation increases the degree of nonconformity with applicable height standards, including angle of light.

(4~~3~~) Minor, cosmetic, nonstructural alterations to the side or front of a structure which encroaches on a required side or front yard setback, such as awnings or decorative architectural features, provided that such alterations do not extend further into the setback than that part of the structure closest to the property line; provided that no usable floor area is added; and provided that no other regulation contained in this Land Development Code, and to which the structure does not conform, is further violated;

(5~~4~~) Repairs or reconstruction of existing nonconforming seawalls where seawalls are a permitted use [subsection 126-101(1)] in human made waterbodies in accordance with the requirements found in subsections 126-101(2) through (20);

(6~~5~~) In the interest of safety, or to meet federal or state requirements for that use, consistent with section 78-3, development and construction to provide building access for persons with disabilities provided the development cannot practicably be accomplished within the existing perimeter, i.e., three-dimensional outline, of the structure and is the minimum necessary to provide such access, regardless of whether said development and construction increases or creates nonconformities pertaining to height, percentage of land coverage, commercial floor area, percentage of vegetation removal and developed area or setbacks and regardless of whether the structure is located within the Bay Beach Zone or Gulf Beach Zone;

(7~~6~~) In the Resort Housing District, reconstruction of existing nonconforming swimming pools and other accessory structures, including all related support components and equipment, which in conjunction with prior repairs or rehabilitation amount to a substantial improvement.

(8~~7~~) The fencing in or screening of the structure for purposes of security, safety, or reduced liability, as long as such fencing or screening is the minimum reasonably necessary for such purpose, both as to height and location, and as long as any

such fencing complies with the requirements of subsections 126-1057(2) - (4) and section 126-1059;

(~~9~~8) In the interest of safety, security, and reduced liability, the addition of safety railings on roof decks, provided such railings do not extend beyond the footprint of the existing structure;

a. In the interest of general public safety, the reconstruction of existing nonconforming walkways in the same configuration as the existing failed structure and up to a width of 44 inches when part of a required means of egress; and

(10~~9~~) Building back (reconstruction) of a structure substantially damaged by a natural disaster in accordance with division 5 of this article.

. . .

DIVISION 5. – STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER

. . .

Sec. 126-212. – Nonconforming structures.

(a) When a nonconforming structure is destroyed or substantially damaged by accidental fire or other natural and disastrous force, such structure may be built back (reconstructed):

(1) Within its pre-disaster footprint;

(2) Within the three-dimensional outline of the lawfully existing habitable area of the pre-disaster building;

(3) Up to its pre-disaster gross square footage;

(4) Up to its lawfully existing number of dwelling units, but;

(5) Elevated above the base flood elevations required by federal flood regulations, chapter 94 of this Land Development Code, and the Florida Building Code, and conforming in all other respects to the Land Development Code requirements in effect at the time the substantially damaged building is built back (reconstructed), except for height, under the following conditions:

a. A substantially damaged structure that is nonconforming may be elevated up to ten (10) feet above predevelopment grade, even if such elevation increases the degree of nonconformity with applicable height standards, including angle of light, provided the structure complies with the minimum elevation requirements of the Floodplain Management Ordinance, applicable federal flood regulations, and the Florida Building Code.

~~When reconstruction or elevation of a nonconforming structure to comply with minimum flood elevation requirements does not conform or increases the degree of nonconformity with applicable height standards; or~~

~~b. For the purpose of resiliency from potential future storm surge, the height of the lowest habitable floor of a nonconforming structure may be elevated up to ten feet above existing grade and exceed applicable height limitations proportionally, including any angle of light restrictions.~~

(b) Applications to build-back a nonconforming structure that was destroyed or substantially damaged by accidental fire or other natural and disastrous force must be filed within two years of the date of the destruction or substantial damage to the building that is to be built back. If the declared state of local emergency extends beyond six months, the deadline to make application shall be extended to three years. If the declared state of

local emergency extends beyond one year, the deadline to make application shall be extended to four years.

(c) Replacement of a nonconforming use seawall that was destroyed or substantially damaged by a natural disaster (defined in chapter 78) must follow the standards established for revetments (sections 126-911 and 126-912), or living ~~alternative~~ shoreline stabilization project (section 126-99), or section 126-152. An expedited permitting process, which waives the requirement for planning commission approval, may be authorized by the city manager or their designee once confirmation of the destruction or substantial damage is determined to be caused by a natural disaster.

(d) In the case of a historic structure, as defined in chapter 94 or described in chapter 98, reconstruction is permitted as provided in this section, and in addition, in any manner which preserves the integrity of the structure as a historical structure.

. . .

Business Impact Estimate

City of Sanibel

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 126, ZONING, ARTICLE V, NONCONFORMANCES DIVISION 3, STRUCTURES, SECTION 126-172, (NONCONFORMING STRUCTURES) IMPROVEMENT, RECONSTRUCTION, OR RELOCATION PROHIBITED; EXCEPTIONS; AND DIVISION 5, STANDARDS FOR BUILDING-BACK (RECONSTRUCTION) OF STRUCTURES SUBSTANTIALLY DAMAGED BY A NATURAL DISASTER, SECTION 126-212, NONCONFORMING STRUCTURES, TO ALLOW A LIMITED EXCEPTION TO HEIGHT LIMITATIONS FOR ELEVATION OF EXISTING STRUCTURES; FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Sanibel is of the view that a business impact estimate is not required by state law[1] for the proposed Ordinance, but the City of Sanibel is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed Ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed Ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed Ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed Ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed Ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed Ordinance is an emergency Ordinance;
- ☐ The Ordinance relates to procurement; or
- ☒ The proposed Ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or

[1] See Section 166.041(4)(c), Florida Statutes.

Business Impact Estimate

City of Sanibel

d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Sanibel hereby publishes the following information:

1. Summary of the proposed Ordinance:
The purpose of Ordinance 26-009 is to allow for nonconforming structures to be elevated up to ten feet above grade without regard to height limitations.

2. Estimate of the direct economic impact of the proposed Ordinance on private, for-profit businesses in Sanibel, including the following, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur.

There are no direct compliance costs for businesses.

(b) Any new charge or fee imposed by the proposed Ordinance or for which businesses will be financially responsible.

There are no new charges or fees imposed on businesses.

(c) An estimate of the City of Sanibel's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

There are no new regulatory costs or revenues created by the proposed Ordinance.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed Ordinance:

No businesses are impacted negatively by the proposed Ordinance.

4. Additional information the City of Sanibel deems useful (if any):

For additional background information, please click here to review the staff Agenda Memorandum (AGM) for Ordinance 26-009 First Reading (May 6, 2026).

AGENDA MEMORANDUM ***City Manager***

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Dana A. Souza, City Manager
Oisin Dolley, City Engineer

Date: May 18, 2026

SUBJECT: Draft Discussion and First Reading of Ordinance 26-012 to establish regulations relating to Pool Discharge, Dewatering Construction Sites, and Illicit Discharge into the stormwater and sanitary sewer systems.

BACKGROUND: Following Hurricanes Ian, Helene, and Milton, the City received complaints related to the discharge of swimming pool water, and the dewatering of construction sites including the dewatering operations related to home elevation projects. These activities created increased risks of untreated or sediment-laden water being discharged into the City's stormwater system, and private property not associated with a project's operation.

To address these concerns during the ongoing State of Local Emergency, Mayoral Proclamations (Section 4) have continuously issued temporary restrictions for pool water discharge by prohibiting the dewatering of a pool or spa directly into a waterbody, into the City's stormwater system, or onto any third-party's property without the third party's consent is expressly prohibited. The Proclamation also requires that the speed of dewatering be at a rate slow enough to allow all water to percolate down through the owner's property on which the pool or spa is being dewatered and recommends the use of sorbent booms or socks to capture debris.

Ordinance 26-012 is intended to replace and permanently codify those temporary emergency measures while also establishing broader protections related to construction dewatering and illicit discharges into both the City's stormwater and sanitary sewer systems.

Summary Of Proposed Changes

1. Amendments to Chapter 30 – Stormwater and Environmental Protections

   The ordinance adds Section 30-38 of the City Code to expand protections against unlawful discharges of swimming pools or spas previously established by emergency proclamation, including:

- Discharge activities must remain contained on the property whenever possible;
- Appropriate erosion and sediment controls such as filter bags or sediment socks must be utilized;
- Discharge onto neighboring properties requires written consent; and
- Direct discharge into canals, ponds, streams, or other waterbodies is prohibited.

Section 30-39 is amended to include:

- Addition of definitions for “dewatering,” “discharge,” “illegal connection” to clarify regulated activities.
- Establishment of a general prohibition against non-stormwater discharges into the City’s stormwater system unless specifically exempted or authorized by permit.
- Ties the discharge of swimming pools and spas back to Section 30-38.

2. Amendments to Chapter 70 – Sanitary Sewer Protections

The ordinance also amends Chapter 70 relating to the City’s sanitary sewer system by creating explicit illicit discharge prohibitions. Key provisions include:

- Addition of a formal definition of “illicit discharge” in Section 70-103.
- Creation of Section 70-86 prohibiting unauthorized discharges into the sanitary sewer system, including stormwater, groundwater, pool drainage, hazardous substances, and other materials that could damage or interfere with sewer infrastructure or treatment operations.
- Revision of Section 70-112 to remove temporary language anticipating future regulations and replace it with the newly codified illicit discharge standards.

FUNDING SOURCE: N/A

RECOMMENDED ACTION:

1. Discussion and direction.
2. Schedule Ordinance 26-012 for Second Reading and Public Hearing on June 16, 2026.

CITY OF SANIBEL
DRAFT ORDINANCE 26-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES; CHAPTER 30, ENVIRONMENT, ARTICLE II, LITTER, ADDING A NEW SECTION 30-38, UNLAWFUL DRAINING OF POOLS AND SPAS, AND AMENDING SECTION 30-39, UNLAWFUL DUMPING INTO WATER STORAGE AREAS; CHAPTER 70, UTILITIES, ARTICLE III. SANITARY SEWER SYSTEM, DIVISION 1, GENERALLY, ADDING A NEW SECTION 70-86, ILLICIT DISCHARGE; DIVISION 2, RATES, FEES, CHARGES, AMENDING SECTION 70-103, DEFINITIONS, AND SECTION 70-112, UNLAWFUL CONNECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2022, Hurricane Ian made landfall in Southwest Florida and caused catastrophic flooding, storm surge, and widespread damage throughout the City of Sanibel; and

WHEREAS, in the aftermath of Hurricane Ian, the City experienced substantial reconstruction, redevelopment, home elevation, and repair activities that significantly increased the frequency of pool draining, site dewatering, groundwater pumping, and other discharge activities associated with construction and recovery efforts; and

WHEREAS, the City has identified recurring issues associated with the improper discharge of chlorinated pool and spa water, sediment-laden construction dewatering effluent, and other non-stormwater discharges into canals, ponds, swales, stormwater infrastructure, and adjacent properties, creating potential adverse impacts to water quality, environmental resources, public infrastructure, and neighboring properties; and

WHEREAS, in connection with the declared State of Local Emergency for Hurricane Ian and continuing uninterrupted with the declared States of Local Emergency associated with Hurricanes Helene and Milton, the Mayor has included within the Mayoral Proclamations temporary restrictions on pool and spa discharges; and

WHEREAS, the City Council finds it necessary and appropriate to permanently extend regulations governing illicit discharges, construction dewatering activities, and pool and spa drainage in order to protect the City's stormwater system, sanitary sewer system, surface waters, and environmental resources; and

WHEREAS, the City Council determines that adoption of this Ordinance is in the best interests of the public health, safety, and welfare of the residents, businesses, and visitors of the City of Sanibel.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 30, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 30 - ENVIRONMENT

. . .

ARTICLE II. – LITTER

. . .

Secs. 30-37~~, 30-38.~~ – Reserved.

Sec. 30-38. – Unlawful draining of pools and spas.

Except as provided in section 30-39(d)(1), discharge from swimming pools and spas shall be accomplished within the property lines of the property where the pool or spa is located and with the following conditions:

(a) The rate of discharge must be slow enough to allow all the water to percolate through and be contained within the subject property; however, overflow to a stormwater system, including swales, is permissible if sufficient erosion and sediment control devices, including but not limited to filter bags or sediment socks, are utilized to prevent dirt, sediment, or other pollutants from entering the stormwater system;

(b) Direct discharge onto adjacent properties is prohibited, unless there is prior written authorization from the owner of the adjacent property; and

(c) Direct discharge into any stream, channel, pond, canal, basin, or other waterbody is prohibited.

Sec. 30-39. – Unlawful dumping into water storage areas.

It shall be unlawful and prohibited to dump, deposit, or otherwise cause any garbage, litter, junk, refuse, trash, landscape debris, or other similar material to be placed in any stream, channel, pond, canal, basin, or other waterbody which regularly or periodically carries or stores water.

(a~~1~~) *Definitions.* For the purposes of this section, the following definitions apply:

(1) *Dewatering* means the temporary lowering of the water table by draining or pumping of ground water from activities including but not limited to excavations, building foundations, vaults, trenches and aquifer performance tests for exploratory purposes.

(2) *Discharge* has the same meaning as defined in section 74-136.

(3) *Illegal connection* means any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency. No person may maintain, use or establish any direct or indirect connection to the separate storm sewer system that results in any

discharge in violation of this article. This prohibition includes Illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(4)~~a.~~ *Illegal discharge* means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this section.

(5)~~b.~~ *Storm drain system* means a network of structures, channels, roadside swales, underground pipes, etc. that collect or convey stormwater to control quantity, quality, timing, and distribution of stormwater runoff that discharges to surface waters of the state.

(b~~2~~) General prohibitions. Except as set forth under authorized exceptions, or in accordance with a valid National Pollutant Discharge Elimination System (NPDES) permit, any discharge to the storm drain system that is not composed entirely of stormwater is prohibited.

(c~~3~~) Specific prohibitions. Any discharge containing sewage, industrial waste, or other waste materials, or containing any materials in violation of federal, state, county, city, or other laws, rules, regulations, orders, or permits, is not permitted to enter the storm drain system.

(d~~4~~) Authorized exceptions. The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except the following:

The following discharges are exempt from discharge prohibitions established by this ordinance:

(1)~~a~~. Water line flushing or other potable water sources;

(2)~~b~~. Landscape irrigation or lawn watering;

(3)~~c.~~ Diverted stream flows;

(4)~~d.~~ Rising groundwater;

(5)~~e.~~ Groundwater infiltration to storm drains;

(6)~~f.~~ Uncontaminated pumped ground water, foundation, or footing drains (not including active groundwater dewater systems);

(7)~~g.~~ Crawl space pumps;

(8)~~h.~~ Air conditioning condensation;

(9)~~i.~~ Springs;

(10)~~j.~~ Non-commercial washing of vehicles;

(11)~~k.~~ Natural riparian habitat or wet-land flows;

(12)~~l.~~ Swimming pools and spas, if water is clear and dechlorinated to a chlorine concentration of less than one (1) ppm and in accordance with section 30-38. ~~(if dechlorinated - typically less than one PPM chlorine)~~;

(13)~~m.~~ Fire-fighting activities;

(14)~~n.~~ Any other water source not containing pollutants; and

(15)~~o.~~ Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

(e~~5~~) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency,

provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(1) Dewatering or discharge from residential or commercial construction sites shall be permitted only upon issuance of the applicable Florida Department of Environmental Protection (FDEP) Generic Permit, and any other required federal, state, or local permits or approvals, prior to the commencement of any dewatering or discharge activities. Issuance of an FDEP Generic Permit shall not relieve the permittee of the obligation to obtain any other required federal, state, or local permits, approvals, or authorizations.

(2) Dewatering directly into any stream, channel, pond, canal, basin, or other waterbody is prohibited.

. . .

SECTION 3. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 70, is hereby amended with ~~strikethrough~~ language indicating deletions and underlined language indicating additions as follows:

Chapter 70. – UTILITIES

. . .

ARTICLE III. – SANITARY SEWER SYSTEMS

DIVISION I. – GENERALLY

Sec. 70-86. – Illicit discharge.

Unless expressly authorized by ordinance or resolution of the City Council, resolution of the Planning Commission, or by written approval from the Public Works Department, no person shall discharge or cause to be discharged into the sanitary sewer system, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, swimming pool or spa discharge, industrial process waters, toxic or hazardous substances, or any other substance that, either directly or indirectly, may or will interfere with the operation or performance of the sewer system, cause disruption to the flow in the city sewer system or other interference with the operation thereof, injure or interfere with any wastewater treatment process or which may cause a degradation of effluent quality.

Secs. 70-87~~86~~ – 70-100. Reserved.

DIVISION 2. – RATES, FEES, CHARGES

. . .

Sec. 70-103. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give this article its most reasonable application, consistent with state and federal law and other city ordinances. The following words and phrases shall have the following meanings unless the context requires otherwise:

. . .

Illicit discharge means any direct or indirect discharge to a sanitary sewer system that is not authorized by applicable law, permit, approval, or utility regulation, including but not limited to stormwater, groundwater, surface water, pollutants, hazardous substances, or prohibited wastes.

. . .

Sec. 70-112. Unlawful connection.

No person shall be allowed to connect or reconnect into the system without the written consent of the city, and without having first paid all connection, turn-off reconnection fees, deposit fees, and other fees and then the connection or reconnection with such system shall only be made under the direction and supervision of the city manager or his/her designee. Reconnection shall only be permitted after payment of a $250.00 reconnection charge. Any property owner who allows an occupant, or any occupant of the property, or any person who shall make any such connection or reconnection without such consent of the city manager or his/her designee and without first having paid all connection, reconnection and deposit fees, shall have violated the provisions of this article and shall, upon conviction, be subject to the penalties hereinafter provided. ~~The city is considering the adoption at a later date of an ordinance which sets forth specific and detailed limitations and prohibitions on what may be discharged into the city sewer system. Until such time as said ordinance is adopted, no person shall discharge or cause to be discharged any stormwater; surface water; groundwater; roof runoff; subsurface drainage; uncontaminated cooling water; swimming pool drainage; unpolluted industrial process waters; any toxic or hazardous substance; or any liquid, solid, gas or viscous substance, or any sewage that, either directly or indirectly, may or will interfere with the operation or performance of the system, cause destruction to the flow in the city sewer system or other interference with the operation thereof, injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters from the treatment facilities, which by reason or quantity are, or may be sufficient either alone or by interaction with other substances to cause fire or explosion or to be injurious in any other way to the city sewer system or the operation of such system, or which may cause a degradation of effluent quality.~~

SECTION 4. Codification. The City Manager is hereby authorized and directed to indicate these amendments in future City Code publications.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby repealed. If any part of this ordinance conflicts with any other part, it shall be severed, and the remainder shall have full force and effect and be liberally construed.

SECTION 6. Severance. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 7. Effective date. This Ordinance shall be effective immediately upon adoption.

SCHEDULE FOR SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, ON THE 16TH DAY OF JUNE 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Mike Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller	_____	
Henshaw	_____	First Reading: June 2, 2026
DeBruce	_____	Publication Date: _____
Johnson	_____	Second Reading: _____
Smith	_____	

AGENDA MEMORANDUM ***City Manager***

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Dana A. Souza, City Manager
Oisin Dolley, City Engineer

Date: May 18, 2026

SUBJECT: Draft Discussion and First Reading of Ordinance 26-012 to establish regulations relating to Pool Discharge, Dewatering Construction Sites, and Illicit Discharge into the stormwater and sanitary sewer systems.

BACKGROUND: Following Hurricanes Ian, Helene, and Milton, the City received complaints related to the discharge of swimming pool water, and the dewatering of construction sites including the dewatering operations related to home elevation projects. These activities created increased risks of untreated or sediment-laden water being discharged into the City's stormwater system, and private property not associated with a project's operation.

To address these concerns during the ongoing State of Local Emergency, Mayoral Proclamations (Section 4) have continuously issued temporary restrictions for pool water discharge by prohibiting the dewatering of a pool or spa directly into a waterbody, into the City's stormwater system, or onto any third-party's property without the third party's consent is expressly prohibited. The Proclamation also requires that the speed of dewatering be at a rate slow enough to allow all water to percolate down through the owner's property on which the pool or spa is being dewatered and recommends the use of sorbent booms or socks to capture debris.

Ordinance 26-012 is intended to replace and permanently codify those temporary emergency measures while also establishing broader protections related to construction dewatering and illicit discharges into both the City's stormwater and sanitary sewer systems.

Summary Of Proposed Changes

1. Amendments to Chapter 30 – Stormwater and Environmental Protections

   The ordinance adds Section 30-38 of the City Code to expand protections against unlawful discharges of swimming pools or spas previously established by emergency proclamation, including:

- Discharge activities must remain contained on the property whenever possible;
- Appropriate erosion and sediment controls such as filter bags or sediment socks must be utilized;
- Discharge onto neighboring properties requires written consent; and
- Direct discharge into canals, ponds, streams, or other waterbodies is prohibited.

Section 30-39 is amended to include:

- Addition of definitions for “dewatering,” “discharge,” “illegal connection” to clarify regulated activities.
- Establishment of a general prohibition against non-stormwater discharges into the City’s stormwater system unless specifically exempted or authorized by permit.
- Ties the discharge of swimming pools and spas back to Section 30-38.

2. Amendments to Chapter 70 – Sanitary Sewer Protections

The ordinance also amends Chapter 70 relating to the City’s sanitary sewer system by creating explicit illicit discharge prohibitions. Key provisions include:

- Addition of a formal definition of “illicit discharge” in Section 70-103.
- Creation of Section 70-86 prohibiting unauthorized discharges into the sanitary sewer system, including stormwater, groundwater, pool drainage, hazardous substances, and other materials that could damage or interfere with sewer infrastructure or treatment operations.
- Revision of Section 70-112 to remove temporary language anticipating future regulations and replace it with the newly codified illicit discharge standards.

FUNDING SOURCE: N/A

RECOMMENDED ACTION:

1. Discussion and direction.
2. Schedule Ordinance 26-012 for Second Reading and Public Hearing on June 16, 2026.

CITY OF SANIBEL
ORDINANCE 26-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES; CHAPTER 30, ENVIRONMENT, ARTICLE II, LITTER, ADDING A NEW SECTION 30-38, UNLAWFUL DRAINING OF POOLS AND SPAS, AND AMENDING SECTION 30-39, UNLAWFUL DUMPING INTO WATER STORAGE AREAS; CHAPTER 70, UTILITIES, ARTICLE III. SANITARY SEWER SYSTEM, DIVISION 1, GENERALLY, ADDING A NEW SECTION 70-86, ILLICIT DISCHARGE; DIVISION 2, RATES, FEES, CHARGES, AMENDING SECTION 70-103, DEFINITIONS, AND SECTION 70-112, UNLAWFUL CONNECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 28, 2022, Hurricane Ian made landfall in Southwest Florida and caused catastrophic flooding, storm surge, and widespread damage throughout the City of Sanibel; and

WHEREAS, in the aftermath of Hurricane Ian, the City experienced substantial reconstruction, redevelopment, home elevation, and repair activities that significantly increased the frequency of pool draining, site dewatering, groundwater pumping, and other discharge activities associated with construction and recovery efforts; and

WHEREAS, the City has identified recurring issues associated with the improper discharge of chlorinated pool and spa water, sediment-laden construction dewatering effluent, and other non-stormwater discharges into canals, ponds, swales, stormwater infrastructure, and adjacent properties, creating potential adverse impacts to water quality, environmental resources, public infrastructure, and neighboring properties; and

WHEREAS, in connection with the declared State of Local Emergency for Hurricane Ian and continuing uninterrupted with the declared States of Local Emergency associated with Hurricanes Helene and Milton, the Mayor has included within the Mayoral Proclamations temporary restrictions on pool and spa discharges; and

WHEREAS, the City Council finds it necessary and appropriate to permanently extend regulations governing illicit discharges, construction dewatering activities, and pool and spa drainage in order to protect the City's stormwater system, sanitary sewer system, surface waters, and environmental resources; and

WHEREAS, the City Council determines that adoption of this Ordinance is in the best interests of the public health, safety, and welfare of the residents, businesses, and visitors of the City of Sanibel.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. The recitals above are true and correct and made a part hereof.

SECTION 2. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 30, is hereby amended with ~~strikethrough~~ language indicating deletions and <u>underlined</u> language indicating additions as follows:

Chapter 30 - ENVIRONMENT

. . .

ARTICLE II. – LITTER

. . .

Secs. 30-37~~, 30-38.~~ – Reserved.

Sec. 30-38. – Unlawful draining of pools and spas.

Except as provided in section 30-39(d)(1), discharge from swimming pools and spas shall be accomplished within the property lines of the property where the pool or spa is located and with the following conditions:

(a) The rate of discharge must be slow enough to allow all the water to percolate through and be contained within the subject property; however, overflow to a stormwater system, including swales, is permissible if sufficient erosion and sediment control devices, including but not limited to filter bags or sediment socks, are utilized to prevent dirt, sediment, or other pollutants from entering the stormwater system;

(b) Direct discharge onto adjacent properties is prohibited, unless there is prior written authorization from the owner of the adjacent property; and

(c) Direct discharge into any stream, channel, pond, canal, basin, or other waterbody is prohibited.

Sec. 30-39. – Unlawful dumping into water storage areas.

It shall be unlawful and prohibited to dump, deposit, or otherwise cause any garbage, litter, junk, refuse, trash, landscape debris, or other similar material to be placed in any stream, channel, pond, canal, basin, or other waterbody which regularly or periodically carries or stores water.

(a~~1~~) *Definitions.* For the purposes of this section, the following definitions apply:

(1) *Dewatering* means the temporary lowering of the water table by draining or pumping of ground water from activities including but not limited to excavations, building foundations, vaults, trenches and aquifer performance tests for exploratory purposes.

(2) *Discharge* has the same meaning as defined in section 74-136.

(3) *Illegal connection* means any drain or conveyance, whether on the surface or subsurface, which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-storm water discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency. No person may maintain, use or establish any direct or indirect connection to the separate storm sewer system that results in any

discharge in violation of this article. This prohibition includes Illegal connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

(4)~~a.~~ *Illegal discharge* means any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in this section.

(5)~~b.~~ *Storm drain system* means a network of structures, channels, roadside swales, underground pipes, etc. that collect or convey stormwater to control quantity, quality, timing, and distribution of stormwater runoff that discharges to surface waters of the state.

(b~~2~~) General prohibitions. Except as set forth under authorized exceptions, or in accordance with a valid National Pollutant Discharge Elimination System (NPDES) permit, any discharge to the storm drain system that is not composed entirely of stormwater is prohibited.

(c~~3~~) Specific prohibitions. Any discharge containing sewage, industrial waste, or other waste materials, or containing any materials in violation of federal, state, county, city, or other laws, rules, regulations, orders, or permits, is not permitted to enter the storm drain system.

(d~~4~~) Authorized exceptions. The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except the following:

The following discharges are exempt from discharge prohibitions established by this ordinance:

(1)~~a.~~ Water line flushing or other potable water sources;

(2)~~b.~~ Landscape irrigation or lawn watering;

(3)~~c.~~ Diverted stream flows;

(4)~~d.~~ Rising groundwater;

(5)~~e.~~ Groundwater infiltration to storm drains;

(6)~~f.~~ Uncontaminated pumped ground water, foundation, or footing drains (not including active groundwater dewater systems);

(7)~~g.~~ Crawl space pumps;

(8)~~h.~~ Air conditioning condensation;

(9)~~i.~~ Springs;

(10)~~j.~~ Non-commercial washing of vehicles;

(11)~~k.~~ Natural riparian habitat or wet-land flows;

(12)~~l.~~ Swimming pools and spas, if water is clear and dechlorinated to a chlorine concentration of less than one (1) ppm and in accordance with section 30-38. ~~(if dechlorinated - typically less than one PPM chlorine)~~;

(13)~~m.~~ Fire-fighting activities;

(14)~~n.~~ Any other water source not containing pollutants; and

(15)~~o.~~ Discharges specified in writing by the authorized enforcement agency as being necessary to protect public health and safety.

(e~~5~~) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the Federal Environmental Protection Agency,

provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system.

(1) Dewatering or discharge from residential or commercial construction sites shall be permitted only upon issuance of the applicable Florida Department of Environmental Protection (FDEP) Generic Permit, and any other required federal, state, or local permits or approvals, prior to the commencement of any dewatering or discharge activities. Issuance of an FDEP Generic Permit shall not relieve the permittee of the obligation to obtain any other required federal, state, or local permits, approvals, or authorizations.

(2) Dewatering directly into any stream, channel, pond, canal, basin, or other waterbody is prohibited.

. . .

SECTION 3. Sanibel Code of Ordinances, Subpart B. Land Development Code, Chapter 70, is hereby amended with ~~strikethrough~~ language indicating deletions and underlined language indicating additions as follows:

Chapter 70. – UTILITIES

. . .

ARTICLE III. – SANITARY SEWER SYSTEMS

DIVISION I. – GENERALLY

Sec. 70-86. – Illicit discharge.

Unless expressly authorized by ordinance or resolution of the City Council, resolution of the Planning Commission, or by written approval from the Public Works Department, no person shall discharge or cause to be discharged into the sanitary sewer system, any stormwater, surface water, groundwater, roof runoff, subsurface drainage, swimming pool or spa discharge, industrial process waters, toxic or hazardous substances, or any other substance that, either directly or indirectly, may or will interfere with the operation or performance of the sewer system, cause disruption to the flow in the city sewer system or other interference with the operation thereof, injure or interfere with any wastewater treatment process or which may cause a degradation of effluent quality.

Secs. 70-87~~86~~ – 70-100. Reserved.

DIVISION 2. – RATES, FEES, CHARGES

. . .

Sec. 70-103. Definitions.

Unless specifically defined below, words or phrases used in this article shall be interpreted to give this article its most reasonable application, consistent with state and federal law and other city ordinances. The following words and phrases shall have the following meanings unless the context requires otherwise:

. . .

Illicit discharge means any direct or indirect discharge to a sanitary sewer system that is not authorized by applicable law, permit, approval, or utility regulation, including but not limited to stormwater, groundwater, surface water, pollutants, hazardous substances, or prohibited wastes.

. . .

Sec. 70-112. Unlawful connection.

No person shall be allowed to connect or reconnect into the system without the written consent of the city, and without having first paid all connection, turn-off reconnection fees, deposit fees, and other fees and then the connection or reconnection with such system shall only be made under the direction and supervision of the city manager or his/her designee. Reconnection shall only be permitted after payment of a $250.00 reconnection charge. Any property owner who allows an occupant, or any occupant of the property, or any person who shall make any such connection or reconnection without such consent of the city manager or his/her designee and without first having paid all connection, reconnection and deposit fees, shall have violated the provisions of this article and shall, upon conviction, be subject to the penalties hereinafter provided. ~~The city is considering the adoption at a later date of an ordinance which sets forth specific and detailed limitations and prohibitions on what may be discharged into the city sewer system. Until such time as said ordinance is adopted, no person shall discharge or cause to be discharged any stormwater; surface water; groundwater; roof runoff; subsurface drainage; uncontaminated cooling water; swimming pool drainage; unpolluted industrial process waters; any toxic or hazardous substance; or any liquid, solid, gas or viscous substance, or any sewage that, either directly or indirectly, may or will interfere with the operation or performance of the system, cause destruction to the flow in the city sewer system or other interference with the operation thereof, injure or interfere with any wastewater treatment process, constitute a hazard to humans or animals, create a toxic effect in the receiving waters from the treatment facilities, which by reason or quantity are, or may be sufficient either alone or by interaction with other substances to cause fire or explosion or to be injurious in any other way to the city sewer system or the operation of such system, or which may cause a degradation of effluent quality.~~

SECTION 4. Codification. The City Manager is hereby authorized and directed to indicate these amendments in future City Code publications.

SECTION 5. Conflict. All ordinances and parts of ordinances in conflict herewith shall be and the same hereby repealed. If any part of this ordinance conflicts with any other part, it shall be severed, and the remainder shall have full force and effect and be liberally construed.

SECTION 6. Severance. If any section, subsection, sentence, clause, phrase or portion of this ordinance, or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.

SECTION 7. Effective date. This Ordinance shall be effective immediately upon adoption.

SCHEDULE FOR SECOND READING AND PUBLIC HEARING IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, ON THE 16TH DAY OF JUNE 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Mike Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller	_____	
Henshaw	_____	First Reading: June 2, 2026
DeBruce	_____	Publication Date: _____
Johnson	_____	Second Reading: _____
Smith	_____	

AGENDA MEMORANDUM

City Manager

City Council Meeting Date: June 2, 2026

To: City Council

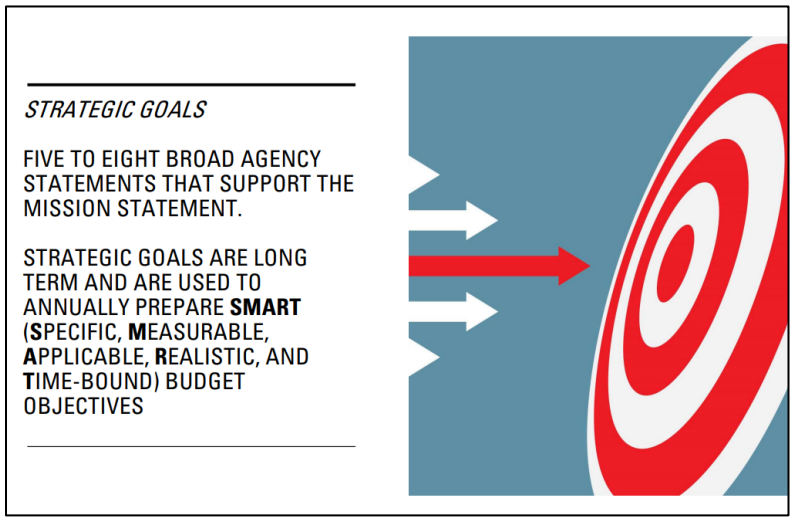
From: Dana A. Souza, City Manager

Date: May 21, 2026

SUBJECT: Fiscal Year 2027 City Council Strategic Goals - **UPDATED**

BACKGROUND: At their May 5, 2026 meeting, the City Council asked that staff amend the Quality of Life strategic goal to include a reference to the creation of a public gathering space in the Town Center area.

Strategic goals are intended to be broad agency statements that support the mission statement. Those broad goals are then supported by measurable short-term goals or budget objectives that serve to measure organizational performance. The image below is from the March 2022 strategic planning workshop.



The revised Quality of Life strategic goal is provided below for City Council discussion and direction. The highlighted text has been added.

Should City Council decide to undertake a Town Center planning project in FY27, staff will develop a Strategic Objective to support the broader Quality of Life goal at the project level. During the CIP budget discussion, City Council will be asked to provide direction to staff regarding potential funding for a Town Center planning project in the FY27 budget.

Quality of Life - Current

Sustain the safety and well-being of residents, businesses, and visitors by ensuring resources are provided for law enforcement, disaster preparedness, and the delivery of on-island educational, historic, cultural, social, and recreation activities for a diverse multi-generational citizenry.

Quality of Life - Revised

Sustain the safety and well-being of residents, businesses, and visitors by ensuring resources are provided for law enforcement, disaster preparedness, and the delivery of on-island educational, historic, cultural, social, and recreation activities, including the creation of public gathering space in the Town Center area and community amenities that enhance the quality of life for a diverse multi-generational citizenry.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Discussion and direction.

Capital Improvement Plan Overview

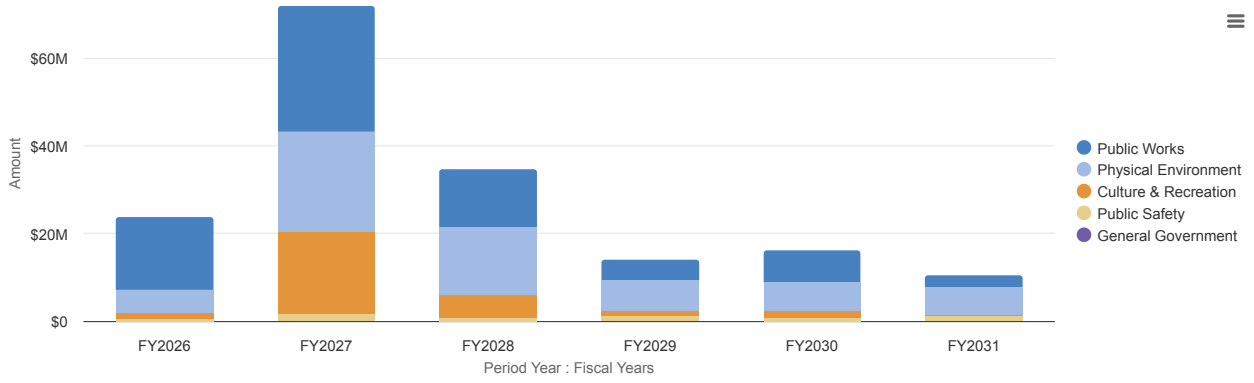
Fiscal Year 2027 Capital Budget

NOTE: THE INFORMATION PRESENTED ON THIS PAGE IS FOR DISCUSSION PURPOSES DURING THE CITY COUNCIL REGULAR MEETING ON JUNE 2, 2026 AND IS SUBJECT TO CHANGES.

Total City-wide 5-Year Capital Improvement Plan Overview

Total City Capital Improvement Plan by Fiscal Year

Function Group	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Culture & Recreation	$1,144,145	$18,760,189	$5,035,713	$1,109,000	$1,467,500	$416,500
Public Works	$16,729,365	$28,704,992	$13,197,400	$4,817,500	$7,386,000	$3,037,500
General Government	$37,000	$55,000	$55,000	$55,000	$55,000	$55,000
Public Safety	$540,806	$1,251,720	$725,262	$994,227	$601,084	$804,413
Physical Environment	$5,301,546	$23,121,176	$15,638,500	$7,117,500	$6,610,000	$6,203,500
AMOUNT	**$23,752,862**	**$71,893,077**	**$34,651,875**	**$14,093,227**	**$16,119,584**	**$10,516,913**



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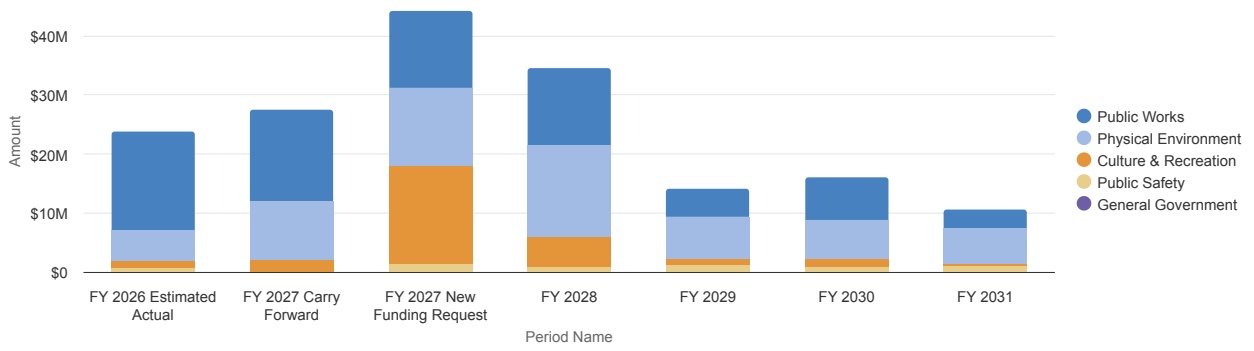
Total City Capital Improvement Plan By Period



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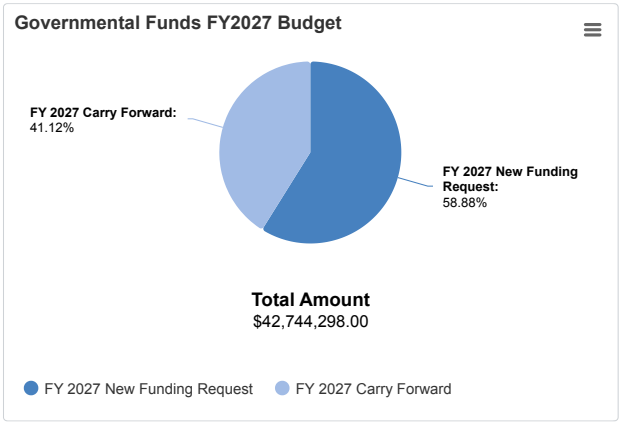
Funding Carried Over from Prior Year

As noted in the past several years, the City has secured an unprecedented amount of grants for significant capital projects across several departments. Many of these projects have long design and construction timelines and span several budget years. The following charts show the amount of funds that are included in the fiscal year 2027 budget that have been carried forward (or rolled forward) from the previous fiscal year approved budget.



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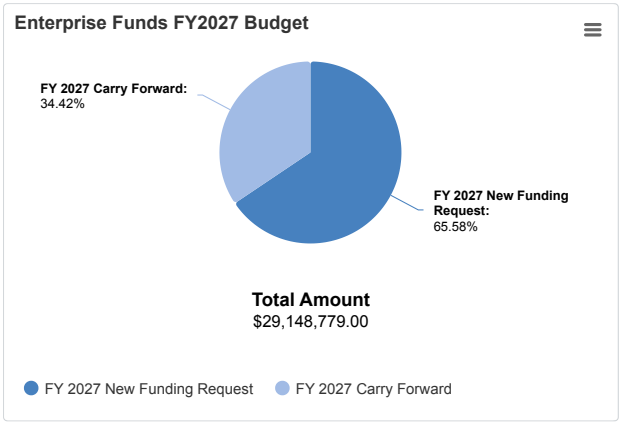

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Fiscal Year 2027 Capital Improvement Plan Budgets by Fund Type

Click the links below to review the capital improvement plan detail by fund:

Capital Improvement Plan - Governmental Funds

Capital Improvement Plan - Governmental Funds Page 2

Capital Improvement Plan - Enterprise Funds

Capital Asset Acquisition and Project Development

The Five-Year Capital Improvement Plan (CIP) is a framework designed to guide the strategic investment in the infrastructure and assets of the City. This plan is essential for balancing the current and future needs of the City including hurricane recovery, ensuring sustainable growth, enhancing quality of life, and maintaining the functionality and safety of our public services and facilities.

The primary purpose of the CIP is to provide a structured approach to planning and financing capital projects over the next five years. The objectives of the CIP include:

1. **Strategic Planning:** Aligning capital investments with the City's long-term vision and goals.
2. **Fiscal Responsibility:** Ensuring prudent management of public funds through careful planning and prioritization of projects.
3. **Transparency and Accountability:** Enhancing public trust by providing a clear and transparent process for project selection and funding.
4. **Sustainable Development:** Promoting sustainable practices in the planning, construction, and maintenance of infrastructure.
5. **Hurricane Recovery:** Promoting resilient and sustainable recovery from natural disasters.

Key Categories of the CIP

The CIP encompasses a wide range of projects that are important for the maintenance of infrastructure and facilities, public safety, service levels, and resilience of the City. These projects, which include hurricane recovery projects, are categorized into the following key areas:

1. **Information Technology:** Acquisition and enhancement of technology related solutions to provide efficiency and security to City operations.
2. **Public Safety:** Upgrades and enhancements to the building department, police facilities, emergency response systems, and other critical public safety infrastructure.
3. **Public Facilities:** Renovation, expansion, and construction of City buildings and facilities, and the acquisition of property.
4. **Transportation:** Acquisition of equipment and improvements and maintenance of roads, bridges, and shared-use paths to ensure safe and efficient mobility for residents and visitors.
5. **Parks and Recreation:** Maintenance of the Recreation Center, ballfields and the historical village to promote a healthy and active community.
6. **Public Utilities:** Investments in sewer and stormwater management systems to ensure reliable and sustainable utility services.
7. **Beach Parks**: Acquisition of equipment and maintenance of the City's beach parks and parking lots.

Definition of Capital Purchases

A capital expenditure is a purchase, improvement, development, or construction of an asset that is expected to provide service for more than one year. The City capitalizes all individual purchases or projects with a cost of **$5,000 or more** and a useful life extending beyond one fiscal year. Capital expenditures typically include items such as vehicles, equipment, technology systems, building improvements, facility repairs, and infrastructure investments. These assets are recorded to the balance sheet and depreciated over their estimated useful life in accordance with the City's financial policies and generally accepted accounting principles.

Capital Project Funding Identification Process

During the annual budget adoption process, the City follows a structured approach to evaluate, prioritize, and identify funding for capital projects. Capital projects generally involve major investments in facilities, infrastructure, equipment, and other long-lived assets that support public services. The process is designed to ensure that capital needs are assessed comprehensively, funding sources are aligned with project requirements, and long-term financial sustainability is maintained.

1. Identification of Capital Needs

Departments begin the annual budget process by reviewing the condition, performance, and capacity of existing assets. Staff identify potential capital needs based on:

- Asset condition assessments and maintenance history
- Regulatory or safety requirements
- Service demand, population changes, or operational needs
- Strategic goals, adopted plans, and community priorities
- Opportunities to improve efficiency or reduce long-term costs
- Recovery and resilience needs

Proposed projects are documented with estimated costs, timelines, and justifications and reviewed with the City Manager and Finance department for inclusion in the long range capital improvement plan.

2. Development of the Capital Improvement Plan (CIP)

The City maintain a five-year **C**apital Improvement Plan, which outlines planned capital investments over the presented timeframe. Departments submit project requests for inclusion in the CIP, which may include:

- New construction or facility remodels
- Major repairs or rehabilitation projects
- Equipment and fleet replacements
- Infrastructure upgrades such as roads, shared-use paths, utilities, and stormwater systems

Projects are prioritized based on urgency, alignment with policy goals, regulatory compliance, and available funding. This process is used to identify the fiscal year the proposed capital expenditure will be placed in the CIP.

3. Evaluation of Available Funding Sources
During the budget development process, staff evaluate funding sources that can be used to support capital needs. Common sources include:

- General Fund appropriations of available funding (e.g. ad valorem taxes, charges for services, etc.)
- Special Revenue Funds (i.e., road and park impact fees)
- Grants or Intergovernmental Revenues
- Debt Financing (loans, bonds, or leases for qualifying capital investments)
- Donations or Partner Contributions

Each project is matched with the most appropriate funding source based on revenue restrictions, project scope, and financial capacity.

4. Financial Analysis and Long-Term Planning
Finance staff conduct analysis to ensure the capital plan is financially feasible. This process may include:

- Forecasting revenues and expenditures
- Evaluating the impact on operating budgets (staffing, maintenance, or utilities)
- Reviewing existing debt capacity and financial policy compliance
- Ensuring adequate reserves for emergencies or unforeseen needs

This step ensures that capital investments do not compromise the City's long-term financial health or cashflows.

5. Review, Refinement, and Public Input
Draft capital project recommendations are reviewed by City management, advisory boards, and elected officials. Public input may be solicited through budget hearings, workshops, or community meetings. Feedback can lead to modifications in project scope, priority, or timing.

6. Adoption of the Budget and Capital Improvement Plan
The City Council formally adopts the annual budget (which includes the Capital Improvement Plan), authorizing funding for projects scheduled in the coming fiscal year. Multi-year projects are acknowledged in the CIP even though only the first year is legally appropriated.

7. Implementation and Ongoing Monitoring
Once approved and included in the adopted budget, capital projects move into design, procurement, or construction phases. Staff monitor project progress, expenditures, and schedules, providing updates during budget reviews or City Council meetings. Future-year updates to the CIP reflect changing conditions, new priorities, and completed work.

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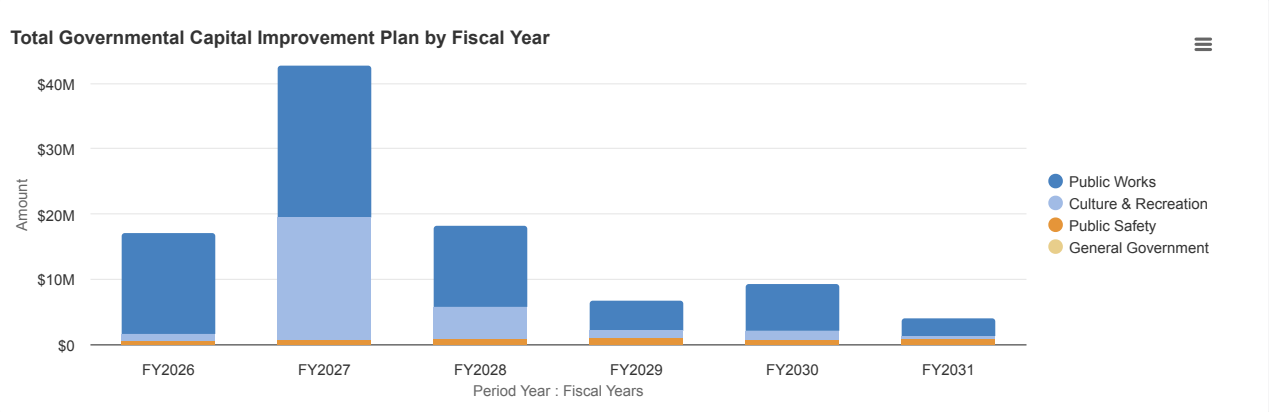
Draft Capital Improvement Plan Detail

Fiscal Year 2027 Capital Budget

NOTE: THE INFORMATION PRESENTED ON THIS PAGE IS FOR DISCUSSION PURPOSES DURING THE CITY COUNCIL REGULAR MEETING ON JUNE 2, 2026 AND IS SUBJECT TO CHANGES.

GOVERNMENTAL FUNDS

NOTE: Beginning in fiscal year 2027, Hurricane Ian expenditures related to the FEMA Public Assistance Program are reported in the Hurricane Ian Fund (F115) as operating expenditures.



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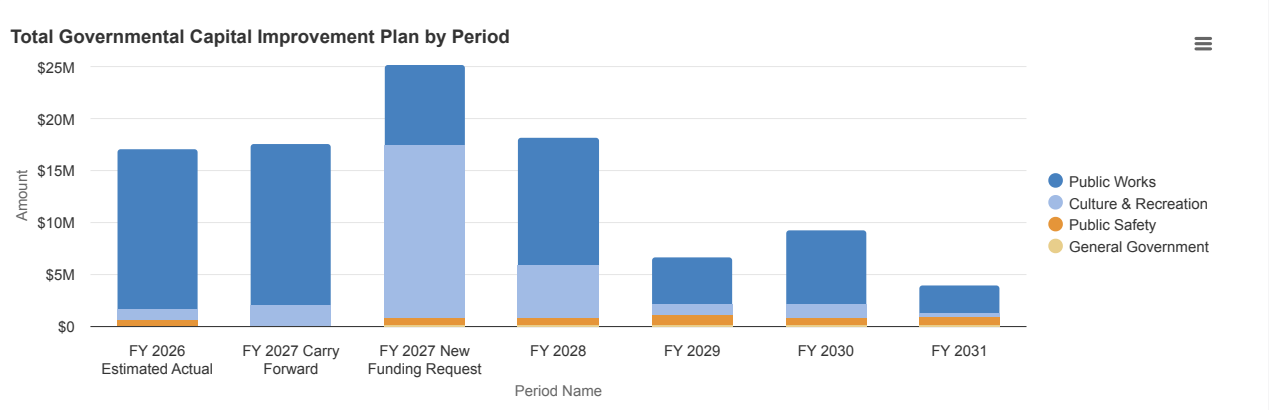

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Information Technology

Fund: 300

Department : 1600

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
Server Replacements	$12,000	$0	$30,000	$30,000	$30,000	$30,000	$30,000
Upgrade/Replace Network Devices	$25,000	$0	$25,000	$25,000	$25,000	$25,000	$25,000
AMOUNT	**$37,000**	**$0**	**$55,000**	**$55,000**	**$55,000**	**$55,000**	**$55,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$37,000	$55,000	$55,000	$55,000	$55,000	$55,000
AMOUNT	**$37,000**	**$55,000**	**$55,000**	**$55,000**	**$55,000**	**$55,000**

Police Department
Fund: 300
Department : 2100

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
Automated External Defibrillator (AED) - 50 Citywide [Utilizing funding budgeted for rifles that are not being purchased]	$24,000	$25,000	$40,250	$0	$0	$0	$0
Body Worn Cameras and accessories (30 each). End of useful life is 5 years.	$45,000	$0	$0	$0	$0	$0	$72,000
F-150 Administrative Vehicles (Vehicle and Equipment for improved hurricane and natural disaster response - 2 each). Price increase 12% per FY.	$130,000	$0	$145,600	$163,072	$182,641	$204,557	$229,103
F-150 Vehicles (Vehicle and Equipment for improved hurricane/natural disaster response - $84,000 each). Price increase 12% per FY.	$252,000	$0	$376,320	$526,850	$590,072	$396,527	$444,110
Mobile License Plate Readers (2 Fleet; 3 Basic)	$0	$0	$50,000	$0	$0	$0	$0
Police Patrol Rifles	$0	$0	$0	$0	$0	$0	$0
Tasers, duty cartridges, training cartridges (30 each). End of useful life is 5 years.	$0	$0	$0	$0	$194,994	$0	$0
AMOUNT	**$451,000**	**$25,000**	**$612,170**	**$689,922**	**$967,707**	**$601,084**	**$745,213**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$451,000	$637,170	$689,922	$967,707	$601,084	$745,213
AMOUNT	**$451,000**	**$637,170**	**$689,922**	**$967,707**	**$601,084**	**$745,213**

Public Works
Fund: 300
Department : 4100

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
Pond Apple Park Boardwalk Replacement. FY2027 are critical structural repairs. FY2028 is design/engineering for complete replacement. FY2029 is construction of 565 LF of boardwalk.	$0	$0	$60,000	$100,000	$800,000	$0	$0
Survey / Engineering Vehicle	$0	$0	$0	$25,400	$47,500	$0	$0
AMOUNT	**$0**	**$0**	**$60,000**	**$125,400**	**$847,500**	**$0**	**$0**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$0	$60,000	$125,400	$847,500	$0	$0
AMOUNT	**$0**	**$60,000**	**$125,400**	**$847,500**	**$0**	**$0**

Public Facilities: Recreation Center

Fund: 300

Department : 7200

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
15 Passenger Van	$0	$0	$0	$50,000	$0	$0	$0
Auto Door Controllers	$0	$0	$15,000	$0	$0	$0	$0
Cardio Equipment	$10,000	$0	$12,000	$14,000	$0	$0	$0
Community Park Assessment & Evaluation (PRAC)	$0	$0	$0	$90,000	$0	$0	$0
Community Park Improvements (PRAC)	$0	$0	$0	$0	$63,500	$0	$0
Community Park Playground and Shade Structure (PRAC)	$0	$0	$0	$0	$0	$1,000,000	$0
Exterior & Interior Caulking	$1,200	$0	$2,000	$2,000	$0	$0	$0
Facility Wrap & Signage	$7,200	$0	$7,000	$0	$0	$0	$0
Game Equipment (Grant Received FY26)	$0	$0	$0	$10,000	$0	$0	$0
Gator (purchased FY25)	$0	$0	$0	$0	$0	$0	$18,000
Gymnasium Basketball Lift Motors	$0	$0	$0	$20,000	$0	$0	$0
Gymnasium Floor Resurfacing (new wood floor 2024)	$0	$0	$15,000	$0	$15,000	$0	$15,000
Gymnasium LED Lights	$0	$0	$0	$5,000	$0	$0	$5,000
Gymnasium Partition Wall Motor	$0	$0	$0	$20,000	$0	$0	$0
Gymnasium Partition Wall Recover (8ft)	$0	$0	$0	$25,000	$0	$0	$0
Gymnasium Scoreboard	$0	$0	$0	$0	$0	$25,000	$0
Gymnasium Sound System	$0	$0	$0	$0	$0	$0	$15,000
Gymnasium Wall & Corner Pads	$0	$0	$0	$45,000	$0	$0	$0
HVAC Air Handlers	$0	$0	$0	$250,000	$0	$0	$0
HVAC Chiller Pump Replacement	$15,000	$0	$0	$0	$25,000	$0	$0
HVAC Energy Improvements (Controls)	$0	$0	$50,000	$35,000	$0	$0	$0
HVAC Mini-Splits (LG Office & IT Closets)	$7,200	$0	$0	$0	$0	$10,000	$0
HVAC Replacement Parts	$0	$0	$7,000	$7,000	$7,000	$7,000	$7,000
HVAC VFDs	$0	$15,000	$5,000	$0	$0	$25,000	$0
Lobby Entrance Turnstile / Exit Gates	$0	$0	$0	$0	$0	$30,000	$0
Lobby Sunshades & Motors	$0	$0	$0	$0	$0	$0	$20,000
Men's Locker Room & Family Restroom Plumbing Fixture Upgrades (showers, toilets, faucets)	$0	$0	$0	$50,000	$0	$0	$0
Paint / Concrete Pool Deck (FY27 dependent on structural assess)	$160,000	$0	$350,000	$0	$0	$0	$0
Pelican Rm AV Equipment (screen, projector, etc.)	$15,000	$0	$0	$0	$0	$0	$0
Pelican Room Partition Wall	$0	$0	$0	$0	$30,000	$0	$0
Pool Acid Wash	$10,000	$0	$0	$0	$0	$10,000	$0
Pool Chemical Controllers/Feeders	$3,000	$0	$0	$0	$15,000	$0	$0
Pool Cover	$0	$0	$0	$25,000	$0	$0	$0
Pool Cover Reel	$0	$0	$0	$15,000	$0	$0	$0
Pool Deck & Tennis Court Shade Canopies (4)	$0	$0	$3,000	$0	$0	$0	$6,000
Pool Handicap Lift (Lap pool)	$0	$0	$0	$7,500	$0	$0	$0
Pool Handicap Lift (Leisure pool)	$0	$0	$0	$7,500	$0	$0	$0
Pool Lane Lines	$0	$0	$0	$0	$0	$8,500	$0
Pool Lifeguard Chairs ($2,800/ea)	$5,600	$0	$0	$0	$0	$0	$7,500
Pool Lounge Chairs ($575/ea)	$0	$0	$3,500	$0	$0	$3,500	$0
Pool Motors/Pumps	$20,000	$0	$40,000	$0	$0	$0	$15,000
Pool Safety Fence	$2,000	$0	$5,000	$0	$0	$0	$7,000
Pool Stainless Steel (stanchions, ladders, etc.)	$0	$0	$0	$40,000	$0	$0	$0
Pool Starting Blocks	$0	$0	$0	$0	$30,000	$0	$0
Pool Vaccuum	$0	$0	$0	$1,000	$0	$0	$0
Professional Structural Assessment & Engineering Services (aging building & facilities (20+ yrs) water intrusion, settling, pools, tennis courts, etc.)	$30,000	$0	$85,000	$85,000	$0	$0	$0

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Program Room Flooring (refinish/replacement - Pelican, Osprey, Spoonbill, Heron, Lobby, Egret, Offices, Wt Rm)	$17,500	$0	$20,000	$60,000	$0	$25,000	$0
Rec Center Parking Lot (Sealcoat, Striping, Speed Bumps, Parking Stops, Bollards)	$0	$0	$0	$0	$60,000	$25,000	$0
Recreation Center Skate Park Area (PRAC)	$0	$0	$0	$110,000	$0	$0	$0
Recycle Centers & Picnic Tables	$3,200	$0	$0	$10,000	$0	$15,000	$0
Reseal Exterior Block Walls	$0	$35,000	$7,000	$0	$0	$0	$0
Restrooms Tile Resurface / Seal	$3,500	$0	$0	$0	$40,000	$0	$0
Truck (Hybrid)	$0	$0	$0	$0	$45,000	$0	$0
Upper Window Seals	$0	$0	$28,000	$0	$0	$0	$0
Water Heater	$0	$0	$15,000	$0	$0	$0	$0
Weight Room Equipment	$0	$0	$0	$10,000	$0	$0	$0
Womens Locker Room / Restroom Plumbing Fixture Upgrades (showers, toilets, faucets)	$0	$0	$0	$75,000	$0	$0	$0
AMOUNT	**$310,400**	**$50,000**	**$669,500**	**$1,069,000**	**$330,500**	**$1,184,000**	**$115,500**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$310,400	$719,500	$1,069,000	$330,500	$1,184,000	$115,500
AMOUNT	**$310,400**	**$719,500**	**$1,069,000**	**$330,500**	**$1,184,000**	**$115,500**

Public Facilities

Fund: 300

Department : 7250

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
[GRANT] Police Department Construction (CDBG-DR)	$0	$0	$15,040,689	$0	$0	$0	$0
[GRANT] Police Department Construction (State)	$100,000	$1,900,000	$0	$0	$0	$0	$0
2475 Library Way Project	$0	$0	$0	$3,157,713	$0	$0	$0
City Hall Facility Repairs	$100,000	$0	$300,000	$300,000	$300,000	$200,000	$200,000
City Hall Generator	$85,000	$0	$500,000	$0	$0	$0	$0
City Hall HVAC System	$100,000	$0	$250,000	$0	$250,000	$0	$0
City Hall Miscellaneous Repairs	$0	$0	$0	$0	$0	$0	$0
City Hall Native Garden Rehabilitation (Natural Resources)	$0	$0	$0	$100,000	$75,000	$0	$0
City Hall Parking Lot Light Upgrades	$0	$0	$0	$150,000	$0	$0	$0
City Hall Restroom Upgrades	$275,000	$0	$0	$75,000	$0	$0	$0
Mowers and Mower Trailers - Replacements	$0	$0	$0	$0	$0	$0	$16,000
Pickup Trucks - Electric	$45,545	$0	$0	$0	$47,500	$0	$0
Storage Garage	$0	$0	$0	$0	$0	$0	$0
AMOUNT	**$705,545**	**$1,900,000**	**$16,090,689**	**$3,782,713**	**$672,500**	**$200,000**	**$216,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$705,545	$17,990,689	$3,782,713	$672,500	$200,000	$216,000
AMOUNT	**$705,545**	**$17,990,689**	**$3,782,713**	**$672,500**	**$200,000**	**$216,000**

Public Facilities: Historical Village & Museum

Fund: 300

Department : 7250

Itemization Description	FY 2026 Estimated Actual	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount						
Historical Structures Improvements	$50,000	$50,000	$70,000	$80,000	$80,000	$85,000
AMOUNT	**$50,000**	**$50,000**	**$70,000**	**$80,000**	**$80,000**	**$85,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$50,000	$50,000	$70,000	$80,000	$80,000	$85,000
AMOUNT	**$50,000**	**$50,000**	**$70,000**	**$80,000**	**$80,000**	**$85,000**

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Transportation Capital Projects

Fund: 301

Department : 4200

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
[GRANT] East Periwinkle Bridge Construction. FDOT Grant G2W66 and HUD Grant B-24-CP-FL-0595	$0	$8,000,000	$0	$0	$0	$0	$0
[GRANT] East Periwinkle Bridge Design (FDOT Grant G2W66)	$34,440	$0	$0	$0	$0	$0	$0
[GRANT] Road Reconstruction - Pave and/or Elevate Roads. CDBG Grant DR10258.	$1,460,000	$5,500,000	$0	$5,500,000	$0	$0	$0
[GRANT] Roads Reconstruction - Mill and Overlay Periwinkle Way from East of Donax St to West of Casa Ybel Rd. FDOT Grant 454841-1	$1,000,000	$0	$0	$0	$0	$0	$0
[GRANT] Shared Use Path Reconstruction (State Grant)	$1,000,000	$1,500,000	$1,250,000	$0	$0	$0	$0
[GRANT] Shared Use Path Repairs ($1.0 million State Grant FDOT G2Y52)	$1,000,000	$0	$0	$0	$0	$0	$0
Causeway Boulevard & Periwinkle Way Landscape Improvements	$250,000	$0	$0	$0	$0	$0	$0
Donax Street separating the roadway from SUP from Junonia to Middle Gulf Dr, widening path and improving drainage and overlay roadway.	$0	$0	$0	$0	$600,000	$0	$0
East Gulf Drive SUP Widening Project	$0	$0	$0	$0	$0	$0	$600,000
Intersection Study (anticipated match for grant)	$0	$0	$0	$0	$0	$215,000	$0
Middle Gulf Path and Roadway Relocation	$0	$0	$0	$0	$0	$500,000	$0
Shared Use Path Expansion/Widening (Impact Fee)	$1,000,000	$0	$0	$0	$0	$0	$0
TDC 403430- Shared Use Path Repair/Resurfacing (Enterprise)	$500,000	$0	$0	$0	$0	$0	$0
AMOUNT	**$6,244,440**	**$15,000,000**	**$1,250,000**	**$5,500,000**	**$600,000**	**$715,000**	**$600,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$6,244,440	$16,250,000	$5,500,000	$600,000	$715,000	$600,000
AMOUNT	**$6,244,440**	**$16,250,000**	**$5,500,000**	**$600,000**	**$715,000**	**$600,000**

Transportation Vehicles & Equipment

Fund: 301

Department : 4100

Itemization Description	FY 2026 Estimated Actual	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount						
Backhoe	$0	$0	$165,000	$0	$0	$0
Forklift	$0	$0	$0	$0	$95,000	$0
Grader	$0	$295,000	$0	$0	$0	$0
Mower	$0	$0	$0	$0	$0	$16,000
Small tractor with boom mower	$0	$0	$0	$95,000	$0	$0
Track Loader/Skid steer	$77,910	$0	$0	$0	$0	$0
Truck (#206)	$0	$76,000	$317,000	$175,000	$305,000	$50,500
Utility vehicle	$22,425	$25,000	$25,000	$25,000	$26,000	$26,000
AMOUNT	**$100,335**	**$396,000**	**$507,000**	**$295,000**	**$426,000**	**$92,500**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$100,335	$396,000	$507,000	$295,000	$426,000	$92,500
AMOUNT	**$100,335**	**$396,000**	**$507,000**	**$295,000**	**$426,000**	**$92,500**

Stormwater and Floodwater Capital Projects

Fund: 301

Department : 4300

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
[GRANT] Beach Road Water Control Structure Rehabilitation Project. (Grant HA017).	$278,990	$0	$0	$0	$0	$0	$0
[GRANT] Clam Bayou Box Culvert Replacement. FY27 construction Funding from Stormwater FDEP HA017 Grant.	$200,000	$600,000	$4,885,939	$0	$0	$0	$0
[GRANT] Dredge Sanibel Slough - DEP (Grant #LPA0679)	$787,951	$0	$0	$0	$0	$0	$0
[GRANT] Dredge Sanibel Slough - EPA (Grant #EPA TBD)	$1,000,000	$0	$0	$0	$0	$0	$0
[GRANT] East Rocks Area Drainage Improvements. HMGP Grant Funding in the Amount of $281,476.50 is Available for This Project. HMGP H1060.	$174,475	$0	$0	$0	$0	$0	$0
[GRANT] Periwinkle Way Box Culvert Replacement	$0	$0	$0	$0	$750,000	$4,000,000	$0
[GRANT] Stormwater System Repairs. FDEP Grant HA017.	$6,300,000	$0	$0	$0	$0	$0	$0
[SEEKING GRANT] Tahiti-Jamaica / Tradewinds Drainage Improvements. HMGP Grant Funding is not Available for this Project. HMGP H1017 Shifted to East Rocks Area Drainage Project.	$0	$0	$0	$4,200,000	$0	$0	$0
Feasibility Study Relating to Pump Automation	$150,000	$0	$0	$0	$0	$0	$0
Stormwater Improvements	$0	$0	$500,000	$0	$0	$0	$0
Stormwater Long Range Projects	$0	$0	$0	$2,000,000	$2,000,000	$2,000,000	$2,000,000
Weir Flap Gate Modifications (Design FY 2026) (POTENTIAL GRANT)	$130,000	$0	$600,000	$0	$0	$0	$0
AMOUNT	**$9,021,416**	**$600,000**	**$5,985,939**	**$6,200,000**	**$2,750,000**	**$6,000,000**	**$2,000,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$9,021,416	$6,585,939	$6,200,000	$2,750,000	$6,000,000	$2,000,000
AMOUNT	**$9,021,416**	**$6,585,939**	**$6,200,000**	**$2,750,000**	**$6,000,000**	**$2,000,000**

Ballfield Maintenance Fund

Fund: 173

Department : 7250

The projects below are subject to interlocal cost sharing agreements with Lee County and the Lee County School Board, each of which reimburse the City 1/3 of project costs.

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
Batting Cage Netting & Fencing	$0	$0	$0	$0	$6,000	$0	$0
Pavilion Basketball Backboard & Hoop Replacement	$45,000	$0	$0	$0	$0	$0	$0
Playground equipment	$30,000	$0	$0	$0	$0	$0	$0
Tennis Court Light Fixtures	$0	$0	$0	$0	$20,000	$0	$0
Tennis Court Nets (completed Post-Ian)	$0	$0	$0	$0	$0	$0	$0
Tennis Court Resurfacing (completed Post-Ian)	$0	$0	$0	$0	$0	$0	$0
Tennis Court Windscreens	$3,200	$0	$0	$0	$0	$3,500	$0
Updates to Tot Lot Area (PRAC)	$0	$0	$0	$114,000	$0	$0	$0
AMOUNT	**$78,200**	**$0**	**$0**	**$114,000**	**$26,000**	**$3,500**	**$0**

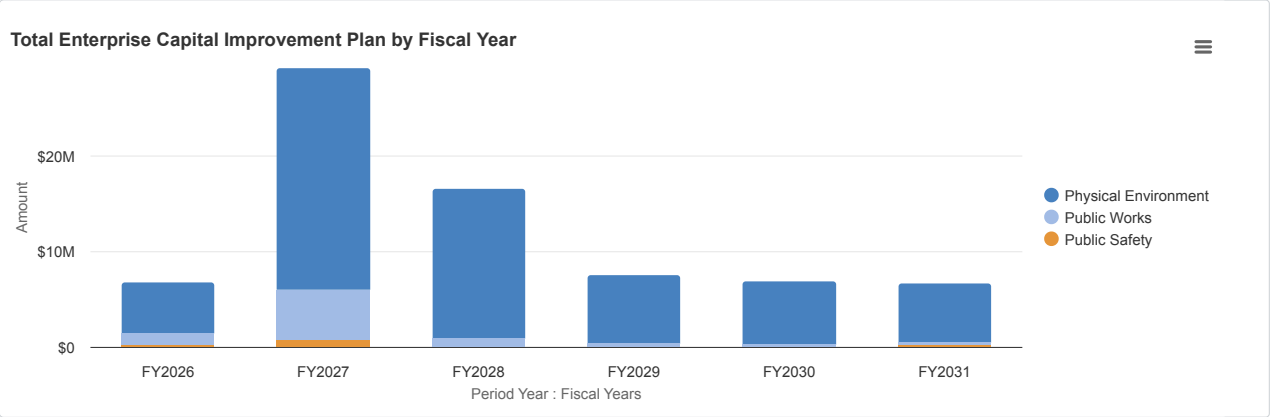
Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$78,200	$0	$114,000	$26,000	$3,500	$0
AMOUNT	**$78,200**	**$0**	**$114,000**	**$26,000**	**$3,500**	**$0**

Draft Capital Improvement Plan Detail

Fiscal Year 2027 Capital Budget

NOTE: THE INFORMATION PRESENTED ON THIS PAGE IS FOR DISCUSSION PURPOSES DURING THE CITY COUNCIL REGULAR MEETING ON JUNE 2, 2026 AND IS SUBJECT TO CHANGES.

ENTERPRISE FUNDS



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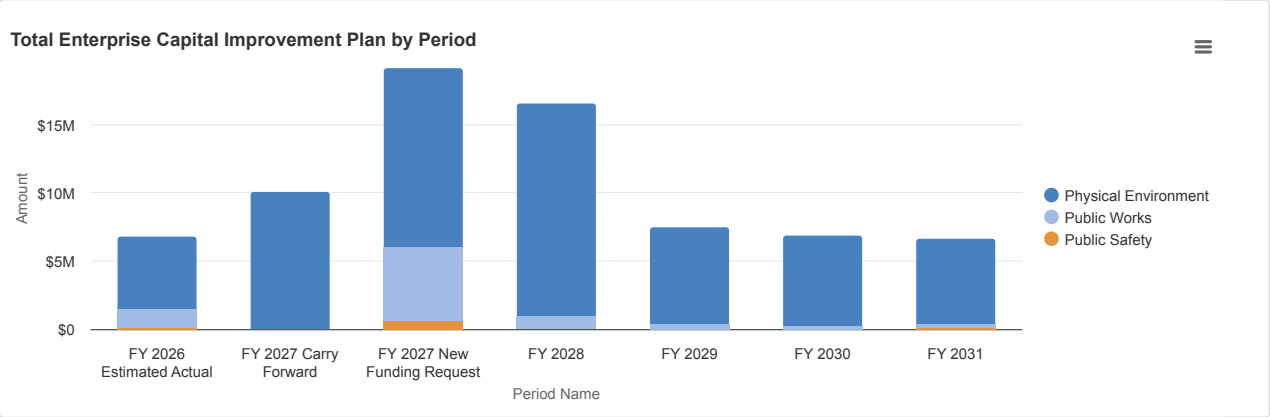

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Sanibel Sewer System Vehicles & Equipment

Fund: 450

Department : 3500

Itemization Description	FY 2026 Estimated Actual	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount						
Replacement 1 1/2-Ton Crane Truck (701)	$0	$0	$0	$190,000	$0	$0
Replacement 1 1/2-Ton Crane Truck (702)	$0	$0	$0	$0	$195,000	$0
Replacement 1 1/2-Ton Crane Truck (703)	$0	$0	$0	$0	$195,000	$0
Replacement 1 1/2-Ton Crane Truck (707)	$0	$0	$0	$190,000	$0	$0
Replacement 1 1/2-Ton Crane Truck (760)	$0	$0	$185,000	$0	$0	$0
Replacement 1/2-Ton Pickup Truck (700)	$0	$0	$0	$47,500	$0	$0
Replacement 3,000-Gallon Vacuum Truck (757)	$300,000	$0	$0	$0	$0	$0
Replacement Generators at Master Lift Stations	$0	$0	$975,000	$650,000	$675,000	$700,000
Replacement Portable Generators and Portable Diesel Bypass Pumps	$150,000	$155,000	$160,000	$165,000	$170,000	$175,000
Replacement Sodium Hypochlorite Storage Tank	$0	$0	$0	$0	$175,000	$0
Telehandler	$0	$135,000	$0	$0	$0	$0
Utility Vehicle	$0	$25,000	$0	$0	$0	$0
AMOUNT	**$450,000**	**$315,000**	**$1,320,000**	**$1,242,500**	**$1,410,000**	**$875,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$450,000	$315,000	$1,320,000	$1,242,500	$1,410,000	$875,000
AMOUNT	**$450,000**	**$315,000**	**$1,320,000**	**$1,242,500**	**$1,410,000**	**$875,000**

Sanibel Sewer System Improvements & Capital Projects

Fund: 450

Department : 3500

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
[GRANT] Donax WRF Post Hurricane Improvements (FDEP Grant #HA036)	$903,000	$2,110,000	$0	$0	$0	$0	$0
[GRANT] Effluent Disposal Pond Apple Site Repairs (FDEP Grant #HA034)	$370,431	$0	$0	$0	$0	$0	$0
[GRANT] Force Main from MLS 3 to 16-Inch Force Main Connection (FDEP Grant #HA018)	$180,115	$1,869,625	$0	$0	$0	$0	$0
[GRANT] Lift Station Control Panel Replacement (FDEP Grant #HA037)	$1,626,000	$2,848,479	$5,210,741	$0	$0	$0	$0
[GRANT] Wastewater Collection System Repairs/INI (FDEP Grant #HA036)	$1,772,000	$3,153,635	$1,291,365	$0	$0	$0	$0
Cured-in-Place Pipe (CIPP) Lining of Clay Gravity Sewers	$0	$0	$0	$500,000	$500,000	$500,000	$500,000
Donax WRF Process Blower Replacement & Air Piping Modifications	$0	$0	$300,000	$3,100,000	$0	$0	$0
Force Main from MLS 3 to 16-Inch Force Main Connection [NO EXTERNAL FUNDING]	$0	$0	$2,630,375	$0	$0	$0	$0
Lift Station Control Panel Replacement [NO EXTERNAL FUNDING]	$0	$0	$3,371,956	$4,500,000	$4,600,000	$4,700,000	$4,800,000
Metal 500-Gallon Tank Replacement Wulfert Plant ($400,000 Grant)	$0	$0	$0	$5,500,000	$0	$0	$0
West & East Wastewater System Flow & Pressure Monitoring	$0	$0	$0	$640,000	$135,000	$0	$0
West & East Wastewater System Pump and Miscellaneous Upgrades	$0	$0	$0	$50,000	$640,000	$0	$0
AMOUNT	**$4,851,546**	**$9,981,739**	**$12,804,437**	**$14,290,000**	**$5,875,000**	**$5,200,000**	**$5,300,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$4,851,546	$22,786,176	$14,290,000	$5,875,000	$5,200,000	$5,300,000
AMOUNT	**$4,851,546**	**$22,786,176**	**$14,290,000**	**$5,875,000**	**$5,200,000**	**$5,300,000**

Beach Parking Fund - Public Safety

Fund: 470

Department : 2100

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2031
Amount						
2 Beach side-by-side @ $20,000 each.. Price increase 12% per FY.	$0	$0	$44,800	$0	$0	$59,200
F-150 Vehicles (Vehicle and Equipment for improved hurricane/natural disaster response - $84,000 each). Price increase 12% per FY.	$0	$0	$94,000	$0	$0	$0
Hybrid Parking/Traffic Vehicles ($28,500/each). Price increase 12% per FY.	$84,750	$32,250	$63,500	$35,340	$0	$0
Police Boat (Seeking Grant Opportunities)	$0	$0	$380,000	$0	$0	$0
Ranger E-Bike (3) @ 6,500 each. Price increase 12% per FY.	$5,056	$0	$0	$0	$26,520	$0
AMOUNT	**$89,806**	**$32,250**	**$582,300**	**$35,340**	**$26,520**	**$59,200**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$89,806	$614,550	$35,340	$26,520	$0	$59,200
AMOUNT	**$89,806**	**$614,550**	**$35,340**	**$26,520**	**$0**	**$59,200**

Beach Parking Fund - Natural Resources

Fund: 470
Department : 3700

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
Hybrid Vehicle for Inspections ($28,500/ea)	$0	$0	$0	$28,500	$0	$0	$28,500
UTV for Beach Inspections	$0	$20,000	$0	$0	$0	$0	$0
AMOUNT	**$0**	**$20,000**	**$0**	**$28,500**	**$0**	**$0**	**$28,500**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$0	$20,000	$28,500	$0	$0	$28,500
AMOUNT	**$0**	**$20,000**	**$28,500**	**$0**	**$0**	**$28,500**

Beach Parking Fund - Public Works Tourism Development Council (TDC) Funded Projects

Fund: 470
Department : 4100

Grant funded capital projects/purchases from the Lee County TDC. The City is reimbursed for these purchases by the TDC.

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
ADA Accessibility Equipment.	$12,000	$0	$12,000	$15,000	$15,000	$15,000	$15,000
Beach Accessible Wheelchairs	$15,000	$0	$15,000	$15,000	$15,000	$15,000	$15,000
Dump Body for Pickup Truck	$10,000	$0	$10,000	$10,000	$10,000	$10,000	$10,000
F250 Pickup Truck	$0	$0	$0	$0	$0	$0	$0
F350 with dump (Dump Truck)	$77,135	$0	$0	$0	$0	$0	$0
Fishing Pier Replacement	$0	$0	$2,148,209	$0	$0	$0	$0
Mower Trailer	$0	$0	$0	$0	$0	$0	$0
Pickup Trucks	$54,575	$0	$100,000	$60,000	$0	$0	$120,000
Pressure Washer trailer combo	$0	$0	$0	$0	$0	$0	$0
Track Loader / Skid Steere	$0	$0	$0	$0	$0	$0	$0
Tractors	$0	$0	$0	$0	$100,000	$0	$0
Trash / Recycling Bins	$22,000	$0	$22,000	$25,000	$25,000	$25,000	$25,000
UTV - Gator	$0	$0	$0	$20,000	$0	$20,000	$0
Zero Turn Mower	$0	$0	$0	$30,000	$0	$0	$0
AMOUNT	**$190,710**	**$0**	**$2,307,209**	**$175,000**	**$165,000**	**$85,000**	**$185,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$190,710	$2,307,209	$175,000	$165,000	$85,000	$185,000
AMOUNT	**$190,710**	**$2,307,209**	**$175,000**	**$165,000**	**$85,000**	**$185,000**

Beach Parking Fund - Public Works

Fund: 470
Department : 4100

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Amount							
[COST SHARING] Fishing Pier Temp Repairs (Public/Private Partnership)	$300,000	$0	$0	$0	$0	$0	$0
[FEMA 747503] Fishing Pier Replacement (Professional Services, Engineering and Permitting)	$0	$0	$145,844	$0	$0	$0	$0
[GRANT] Boat Ramp Dock Replacement Project	$328,468	$0	$0	$0	$0	$0	$0
[GRANT] BP003 - Dune Walkover / Boardwalk Replacement Project (DEP Grant #L0105)	$0	$0	$2,000,000	$0	$0	$0	$0
Algiers Maintenance Building (20 x 30 Shed) Possibly relocated Boman's shed when it is replaced.	$0	$0	$0	$30,000	$0	$0	$0

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 New Funding Request	FY 2028	FY 2029	FY 2030	FY 2031
Bowman's Beach Park Maintenance Building	$0	$0	$0	$500,000	$0	$0	$0
Bowman's Beach Playground and Fitness Trail Equipment	$10,000	$0	$10,000	$10,000	$10,000	$10,000	$10,000
Engineering Services - Fishing Pier Replacement Project - CITY SHARE	$0	$0	$250,000	$0	$0	$0	$0
Lighthouse Beach Park Maintenance Building (partial insurance funded)	$50,000	$0	$450,000	$0	$0	$0	$0
Professional Services for Dune Walkover / Boardwalk Replacement Project (FEMA-704105, and parts of Obligated FEMA projects for Lighthouse, Algiers, Tarpon, and Bowman's(Add Costs for each project obligated)	$333,996	$0	$100,000	$0	$0	$0	$0
Shared Use Path Repairs/Widening	$150,000	$0	$150,000	$150,000	$150,000	$150,000	$150,000
AMOUNT	**$1,172,464**	**$0**	**$3,105,844**	**$690,000**	**$160,000**	**$160,000**	**$160,000**

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031
Amount						
Capital Outlay	$1,172,464	$3,105,844	$690,000	$160,000	$160,000	$160,000
AMOUNT	**$1,172,464**	**$3,105,844**	**$690,000**	**$160,000**	**$160,000**	**$160,000**

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Draft Capital Improvement Plan

Fiscal Year 2027 Budget Adoption

City Council Discussion

June 2, 2026

Fiscal Year 2027 Budget Adoption Key Dates

- **June 2, 2026** – Draft Capital Improvement Plan Draft Discussion
- **June 16, 2026** – City Council Budget Workshop
- **July 1, 2026** – Property Appraiser Releases Taxable Values
- **July 14, 2026** – Planning Commission CIP Sub-Committee Meeting
- **July 21, 2026** – Draft Full Budget Presentation to the City Council
- **August 18, 2026** – City Council Budget Workshop
- **September 14, 2026** – First Budget Hearing
- **September 28, 2026** – Final Budget Hearing – FY2027 Budget Adopted

2026 Estimated Property Values

- **Property Appraiser Estimate of Taxable Values**
  - Provided to governments for planning purposes
  - Preliminary taxable values to be released July 1, 2026
    - This is the value that is used to determine millage rates
    - Maximum operating millage rate to be determined at July CC meeting
    - Final millage rates are note adopted until the September hearings

- **$5,536,341,000 Estimated Taxable Value**
  - 1.75% decrease from the July 2025 values used for FY 2026 budget
  - At the same operating millage rate adopted in FY 2026 this represents a net decrease in revenue to the General Fund of $238,805 (inclusive of a 3.0% early payment discount available to taxpayers per law)

Fiscal Year 2027 Draft CIP Discussion

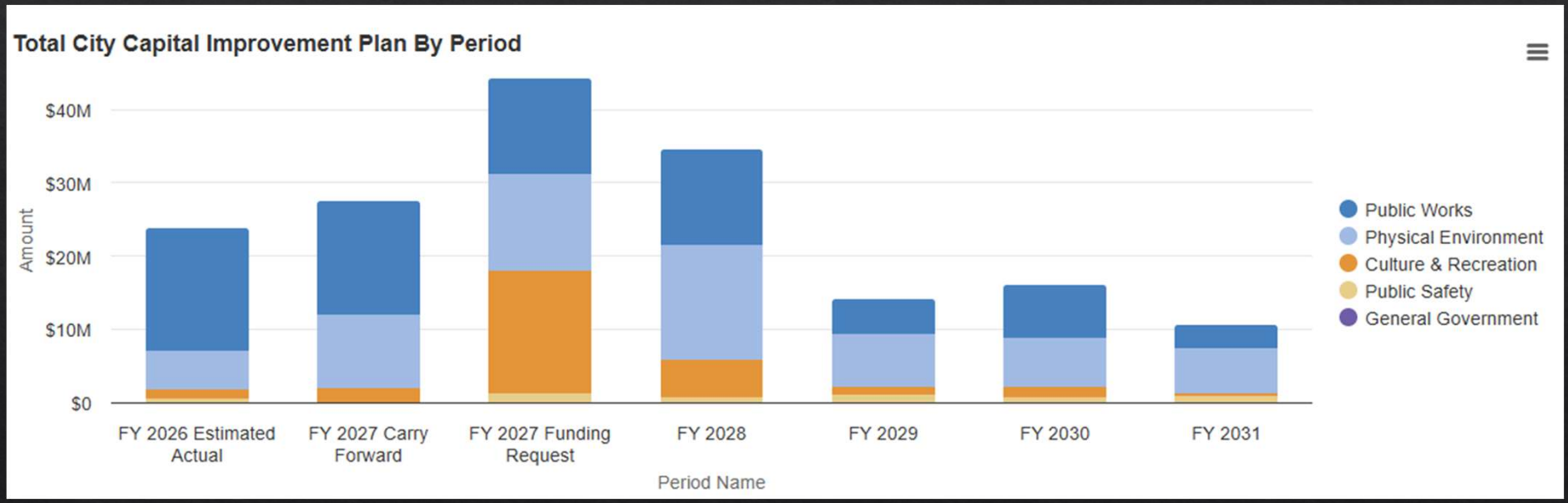
- The FY27 Capital Improvement Projects presented today are preliminary and remain in draft form pending receipt of the July 2026 preliminary taxable value estimates from the Lee County Property Appraiser.
- CIP remains largely driven by grants from Local, State, and Federal sources
- Staff will continue to evaluate revenue projections and financial impacts as updated property tax roll information becomes available.
- The proposed FY27 capital projects are being presented to facilitate early policy discussion and Council feedback prior to final budget development.
- Any necessary adjustments to proposed projects or funding strategies will be incorporated into subsequent budget discussion and the tentative FY27 budget presentation.
- Maintaining flexibility within the current draft budget process is important to ensure long-term fiscal sustainability and alignment with City Council priorities.
- Stormwater Assessment study in progress

Fiscal Year 2027 Draft CIP Discussion

- Hurricane Fund Projects that will be included in the draft FY27 budget are currently projected at lower funding levels compared to prior years due to uncertainty surrounding FEMA reimbursement amounts and project obligations.
- Staff is taking a conservative budgeting approach for hurricane-related projects as FEMA continues to reevaluate and, in many cases, reduce previously estimated Public Assistance damage reimbursement amounts.
- As FEMA formally obligates eligible projects and reimbursement levels are confirmed, staff will bring forward budget amendments for City Council consideration to appropriate additional funding as necessary.
- This phased budgeting approach is intended to reduce financial risk and ensure that expenditures align with verified FEMA reimbursement commitments.
- Future budget amendments may include adjustments to project scopes, timelines, or funding allocations based on finalized FEMA determinations.
- The City remains committed to advancing eligible recovery projects while maintaining prudent fiscal management amid evolving federal reimbursement reviews.

Fiscal Year 2027 Draft CIP Discussion

- Expect a higher amount of FY26 funded CIP projects to be carried forward (or rolled forward) into FY27 as some of these projects have long construction timelines.



Fiscal Year 2027 Draft CIP Discussion

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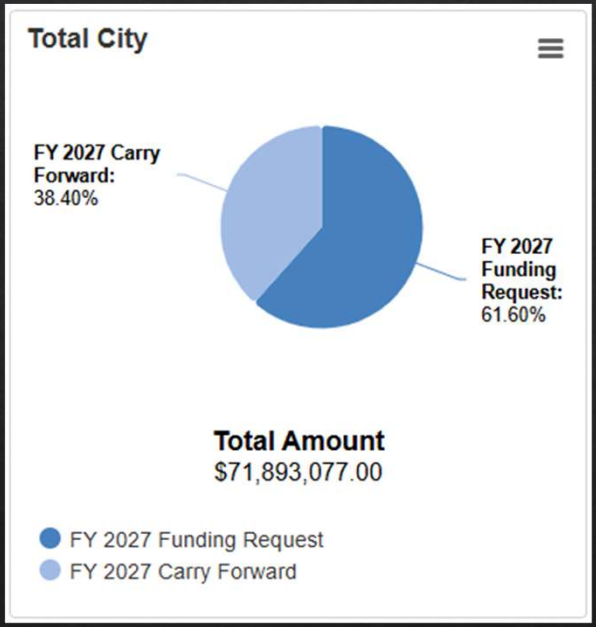
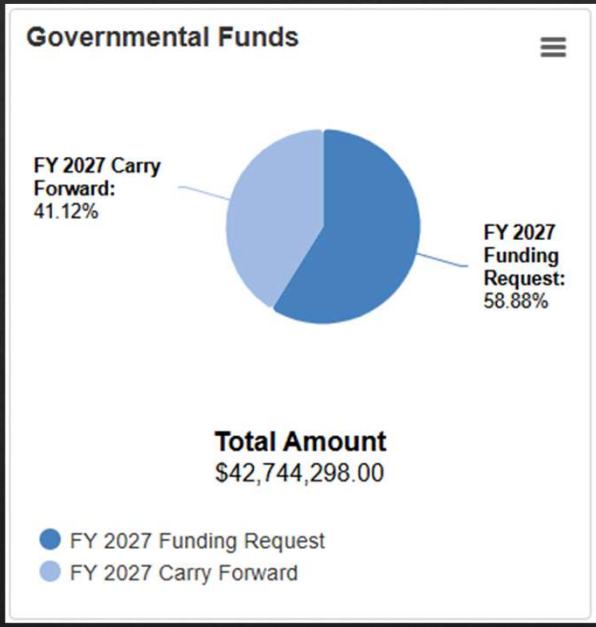
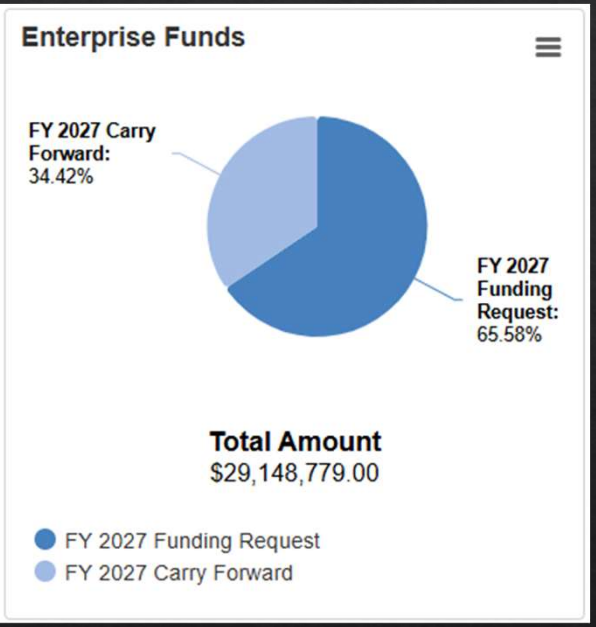






Fiscal Year 2027 Draft CIP Discussion

- The Recreation Sinking Fund (F370) is being incorporated into the Governmental Funds (F300) CIP as projected expenditures are expected to exceed available fund balances and the standard annual general fund transfer to the sinking fund of $225,000.
- The Recreation Center is now approximately 20 years old and will require increased reinvestment and capital maintenance over the coming years to preserve facility quality and operations.
- The Recreation Center remains one of the City's most popular and heavily utilized community amenities, making continued investment in the facility a long-term priority.
- Park and Recreation projects recommended by the Parks and Recreation Advisory Committee (PRAC) have been incorporated into the City's five-year Capital Improvement Plan for future consideration. These projects are noted in the CIP with [PRAC] beginning in fiscal year 2028.
  - No PRAC-recommended projects are currently included in the proposed FY27 CIP budget due to existing funding constraints and revenue uncertainty.
- Staff recommends revisiting potential funding opportunities for PRAC projects following receipt of the preliminary taxable value estimates from the Lee County Property Appraiser.

Fiscal Year 2027 Draft CIP Discussion

- Projects that are not currently included in the proposed FY27 budget but are recommended for future City Council discussion and prioritization.
  - Periwinkle Way Landscaping – Funded at $250,000 in FY26 for Causeway Blvd.
    - Additional discussion may be warranted regarding future phases, maintenance expectations, and long-term corridor beautification priorities.
  - The City Hall Native Garden Rehabilitation project was previously identified in the FY26 budget with planned funding targets of $100,000 in FY27 and $75,000 in FY28.
    - The project remains included in the City's five-year Capital Improvement Plan, with funding currently proposed in FY28 and FY29 rather than FY27.
    - With City Council support and direction, staff may evaluate opportunities for this project to be supported through donor contributions.
  - Town Center Planning – The City Council has expressed an interest in evaluating future Town Center improvements and long-term opportunities to develop a walkable center that could support events.
    - The City Council should discuss this initiative and provide staff with direction to fund planning efforts that would expand the R2P2 concept plans (Town Center to be discussed at the July City Council meeting).
    - If the City Council provides direction to create a Town Center Planning project, staff will estimate the cost for a subsequent discussion.

Fiscal Year 2027 Draft CIP Discussion

- FY2026 adopted budget for Police Department rifles ($49,000 adopted)

Police Department

Fund: 300

Department : 2100

Itemization Description	FY 2026 Estimated Actual	FY 2027 Carry Forward	FY 2027 Funding Request	FY 2028	FY
Amount					
Automated External Defibrillator (AED) - 50 Citywide [Utilizi...	$24,000	$25,000	$40,250	$0	
Body Worn Cameras and accessories (30 each). End of us...	$45,000	$0	$0	$0	
F-150 Administrative Vehicles (Vehicle and Equipment for i...	$130,000	$0	$145,600	$163,072	$18
F-150 Vehicles (Vehicle and Equipment for improved hurric...	$252,000	$0	$376,320	$526,850	$59
Mobile License Plate Readers (2 Fleet; 3 Basic)	$0	$0	$50,000	$0	
Police Patrol Rifles	$0	$0	$0	$0	
Tasers, duty cartridges, training cartridges (30 each). End o...	$0	$0	$0	$0	$19
AMOUNT	**$451,000**	**$25,000**	**$612,170**	**$689,922**	**$96**

Data Updated May 28, 2026, 2:17 PM

Expense Type (Ex)	FY2026	FY2027	FY2028	FY2029	FY2030
Amount					
Capital Outlay	$451,000	$637,170	$689,922	$967,707	$601,084
AMOUNT	**$451,000**	**$637,170**	**$689,922**	**$967,707**	**$601,084**

Fiscal Year 2027 Draft CIP Discussion

- CIP Line-item discussion
  - Recreation Center pool deck - $350,000
  - Recreation Center structural assessments
    - FY2026 $30,000 (estimated)
    - FY2027 $85,000
    - FY2028 $85,000
  - City Hall
    - $300,000 general repairs
    - $500,000 generator
    - $250,000 HVAC
  - Historical Village - $50,000
  - Shared-use paths
    - $1.25M State of Florida Appropriation included

Fiscal Year 2027 Draft CIP Discussion

- CIP Line-item discussion
  - Stormwater improvements - $500,000
  - Weir flap gate improvements - $600,000 State of Florida Appropriation
- Tahiti-Jamaica/Tradewinds stormwater project
  - Funding not secured in 2026 cycle
  - $4.2M estimated project cost – delayed to FY2028 plan
- Sewer Utility System
  - Non-grant funded projects
    - $2.6M force main improvements
    - $3.4M lift station control panel replacements
      - $5.2M included in draft budget that is grant funded – all grant funds will be utilized after this phase

Fiscal Year 2027 Draft CIP Discussion

- Beach Parking Enterprise Fund
  - Police Department - $380,000 for patrol boat
  - Public Works - $2.3M in TDC funding
    - Includes $2.1M for pier replacement ($250,000 is also included in budget for design but this part of the project is City funded)
  - Lighthouse Beach Park maintenance building - $450,000
    - ~$100,000 insurance funding

Questions & Comments

From: Jason Halliburton <jason@bringfido.com>
Sent: Monday, June 1, 2026 12:20 PM
To: sancouncil <sancouncil@mysanibel.com>; Dana A. Souza <Dana.Souza@mysanibel.com>
Subject: Proposed 2027 Strategic Goal for the City

Dear City Council Members and City Manager,

Given that the Fiscal Year 2027 Strategic Goals were discussed at the May meeting, I may be late in suggesting this. But since the topic is on the agenda again for tomorrow's meeting, I'll pass this along for consideration.

I recommend that the Council consider adding City Beautification Planning as a strategic goal for Fiscal Year 2027, or at least making it a subgoal (perhaps under hurricane recovery). I'm sure funding opportunities will be limited, but perhaps the city could dedicate time over the next year to developing a more robust plan centered around city beautification efforts. Then funding could attach to those plans in future fiscal years. Here are some initial thoughts:

Re-Greening Initiatives
Consider developing a targeted incentive-based program for properties in our commercial corridor to replenish native vegetation; amplify re-greening initiatives begun in collaboration with Roots in Resilience by identifying other public/private partnership opportunities (e.g. engaging volunteer community to undertake re-greening related community service projects); develop a multi-year public landscape improvement plan, etc.

Public and Commercial Signage
The city has already undertaken some public signage improvement projects over the past year. But the "Sign-ibel" reputation persists, and more can probably be done to address public signage redundancies across the island. Also, a large percentage of our commercial corridor signage is showing its age. I'd love to see the development of an incentive-based program to spur business district property owners to update their signage and roadside landscaping beds. Are there any resiliency-related factors (e.g. signage height) that should be considered when reviewing commercial signage standards on the island? I'm not sure, but that may be worth examining. Lastly, the post-hurricane temporary signage allowances will need to be revisited sooner than later.

Blighted Areas on Non-Public Lands
I know there have been efforts to address some of this as well. Dead vegetative blight (as well as plenty of Hurricane Ian non-vegetative debris) remains in some highly visible areas on the island, particularly in/around canals and water bodies. Walking along the SUP on E Gulf Drive past the Kinzie Island neighborhood, I see this every day. Can the city, working with other governmental entities or nonprofits like SCCF, develop a program to incentivize some of this remaining clean-up?

Thanks for considering this proposal. Even if city beatification doesn't make the list of published strategic goals, I hope you will consider evaluating some of these items in the coming months.

Jason Halliburton
488 Lighthouse Way

AGENDA MEMORANDUM ***Recreation Department***

City Council Meeting Date: June 2, 2026

To: City Council

From: Andrea Miller, Recreation Director

Date: May 18, 2026

SUBJECT: Updated Draft E-bike Registration Program

BACKGROUND:

Review of 2026 E-Bike Discussions

At the February 3, 2026, City Council meeting, after reviewing the information provided by staff including the history of Ordinance 24-014 and Council discussion, staff was directed to draft Ordinance 26-003 reflecting the additional operation of Class 2 & Class 3 e-bikes on the SUP for first reading at the March 3, 2026, meeting.

During the March 3, 2026, Council reviewed and discussed draft Ordinance 26-003 which expanded the allowance for Class 2 & Class 3 e-bikes on the SUP. At the conclusion of the discussion, Council unanimously decided to not proceed with first reading of Ordinance 26-003 and instead directed staff to bring a draft E-bike registration policy back to a future Council meeting for discussion.

At the May 5, 2026, City Council meeting, Council reviewed a draft e-bike registration program that outlined the following requirements: annual registration process at recreation center for Class 1, 2, and 3 e-bikes; Class 1 permitted for all SUP users; Class 2 & 3 only permitted for residents and on-island employees; $10 fee for all e-bike registration decals. After discussion, Council requested that staff bring back a revised draft e-bike registration program to only require registration one time (not annually) at the recreation center at a $0 fee for Class 2 and 3 e-bikes for residents and on-island employees only. See attached for updated draft registration program, sample decal and Shared Use Path (SUP) Code of Conduct. Additionally, Council asked staff to bring back any expenses associated with implementing an e-bike registration program. Those potential annual expenses would be as follows: printing of registration decals $1,500-$2,000 for 6,000 decals; recreation staff time for processing is approximately $10,000 (if 6,000 decals (for residents and on-island employees combined) were processed annually at 5 mins each it would equate to 500 hours a year). Staff would anticipate a greater number of registrations being processed at the onset of the program and then declining thereafter since there would be no expiration date on the decals.

Next Steps

- No changes at this time - continue with E-bike regulations as outlined in Ordinance 24-014.
- Implement E-bike registration program.
- Wait until House Bill 243 – Electric Bicycles (HB 243) and Senate Bill 382 – Electric Bicycles – (SB 382) are adopted at the State level before proceeding with any local policy and/or regulation changes.

FUNDING SOURCE: N/A

RECOMENDED ACTION: Direction to staff on next steps listed above.

UPDATED DRAFT E-BIKE REGISTRATION PROGRAM

Key Program Components

1. Mandatory Registration and Identification

For residents and on-island employees only, all Class 2 & 3 e-bikes operated on City SUPs must be registered through the Sanibel Recreation Center. Upon registration, each e-bike will receive a decal, which must be prominently displayed on the front handlebar/gooseneck area.

This visible identification enables efficient compliance monitoring and supports enforcement efforts.

2. E-Bike Class Regulations

- **Class 1 (Pedal-assist, ≤20 mph)**
  - Permitted for residents, on-island employees, and non-residents (age 16+)
  - No registration required
- **Class 2 (Throttle-assisted, ≤20 mph)**
  - Restricted to residents and on-island employees only (age 16+)
  - Registration required
- **Class 3 (Pedal-assist, ≤28 mph)**
  - Restricted to residents and on-island employees only (age 16+)
  - Registration required

3. Fee Structure

E-Bike Class	Residents	On-Island Employees	Sanibel Business (Rentals, Resorts, etc.)	Non-Residents
Class 1	Registration not required – Class 1 e-bikes allowed on SUP by all users			
Class 2	$0	$0	Not permitted	Not permitted
Class 3	$0	$0	Not permitted	Not permitted

4. Application and Eligibility Requirements

Applicants would complete an application and must also provide:

- **All:** Signed acknowledgment of the SUP Code of Conduct
- **Residents**: Proof of residency or property ownership, or valid Sanibel address
- **On-Island Employee:** Proof of on-island employment (such as current paystub)
  - Employers registering e-bikes for employees must also agree to revoke permits and remove decals within 10 days of employment termination, ensuring ongoing compliance.

CITY OF
SANIBEL
E-BIKE
REGISTRATION
REGISTRATION #
1234

CITY OF SANIBEL SHARED USE PATH (SUP) E-BIKE CODE OF CONDUCT

Resident & On-Island Employee Registration Acknowledgment

The City of Sanibel is committed to maintaining a safe, respectful, and enjoyable Shared Use Path (SUP) system for pedestrians, bicyclists, and e-bike users. By signing below and accepting an e-bike registration decal, I acknowledge that I have read, understand, and agree to comply with this Code of Conduct and all applicable City of Sanibel ordinances and Florida laws governing e-bike operation.

RIDER RESPONSIBILITIES

1. Eligible E-Bike Use

I understand that only e-bikes authorized by the City of Sanibel may operate on the Shared Use Path system.

I acknowledge that:

- Class 1 e-bikes are permitted on Shared Use Paths.
- Use of Class 2 and Class 3 e-bikes is restricted pursuant to City registration requirements and applicable City policies.
- Riders must be at least 16 years of age to operate an e-bike on the Shared Use Path system.
- The City may revoke or suspend registration privileges for violations of this Code of Conduct or City ordinances.

SAFE OPERATION REQUIREMENTS

2. Ride at a Safe and Controlled Speed

I agree to:

- Operate my e-bike at a safe speed for conditions at all times.
- Obey all posted Shared Use Path speed limits and signage.
- Reduce speed in congested areas, curves, intersections, bridges, crosswalks, and near pedestrians.
- Maintain control of my e-bike at all times and ride in a safe, predictable manner.
- Ride single file when traffic or congestion requires.
- Avoid using headphones or devices that impair awareness

3. Yield to Pedestrians

I understand that pedestrians always have the right-of-way on Shared Use Paths.

I agree to:

- Slow down and yield to pedestrians.
- Pass only when safe to do so.

- Provide an audible warning such as “on your left” or use a bell before passing.
- Exercise additional caution around children, seniors, pets, and persons with disabilities.

EQUIPMENT REQUIREMENTS

6. Required Equipment

I understand that:

- Class 2 and Class 3 e-bikes must display the City-issued registration decal prominently on the handlebar gooseneck area.
- My e-bike must retain the manufacturer’s classification label.
- Front and rear lights are required when riding between sunset and sunrise.
- Riders under age 16 must wear a helmet under Florida law.

ON-ISLAND EMPLOYEE REGISTRATION REQUIREMENTS

7. On-Island Employee Responsibilities

If registered through an employer, I understand:

- My registration is contingent upon continued on-island employment.
- Registration decals must be surrendered or removed within 10 days of employment termination.
- Misuse of a decal may result in denial of future registration privileges.

ACKNOWLEDGMENT

I acknowledge that:

- I have read and understand this Shared Use Path E-Bike Code of Conduct.
- I agree to comply with all City of Sanibel ordinances, Florida traffic laws, and Shared Use Path regulations.
- Failure to comply may result in citations, revocation of registration privileges, or other enforcement action.

Applicant / Rider Name:

_____

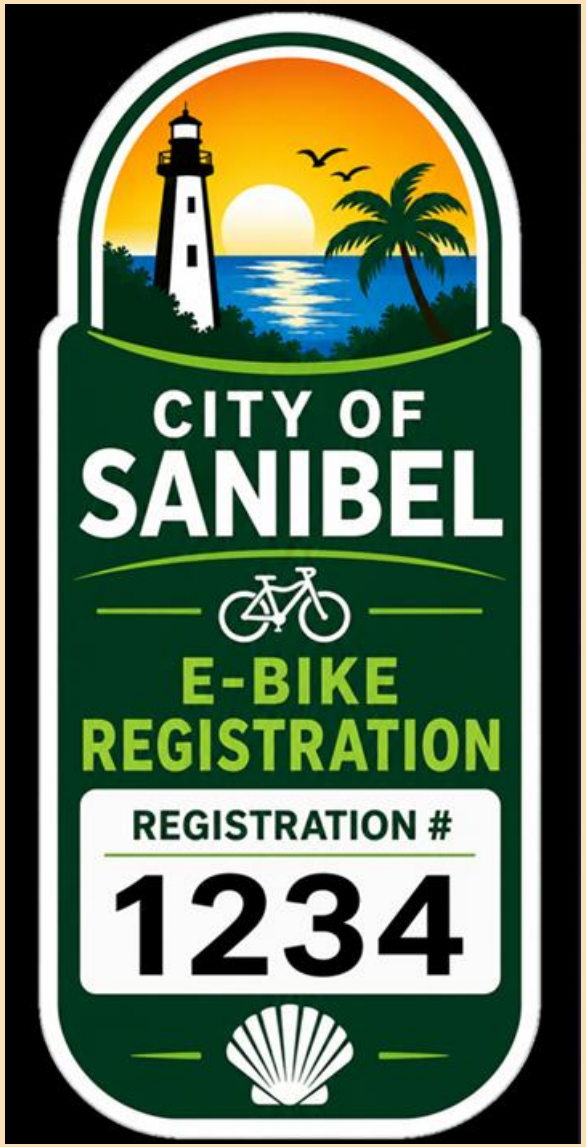
Applicant / Rider Signature:

_____

E-Bike Registration Number: _____

E-Bike Class: □ Class 2 □ Class 3 **Date: _____**

UPDATED E-BIKE REGISTRATION PROGRAM



REGISTRATION AND IDENTIFICATION

Class 2 & 3 e-bikes operated on City SUPs by residents and on-island employees must be registered at the Sanibel Recreation Center. Upon registration, each e-bike will receive a decal indicating which must be prominently displayed on the front handlebar/gooseneck area.

REGISTRATION AND IDENTIFICATION

Class 1 (Pedal-assist, ≤20 mph)

- Permitted for residents, on-island employees, and non-residents (age 16+)
- No registration required

Class 2 (Throttle-assisted, ≤20 mph)

- Restricted to residents and on-island employees only (age 16+)
- Registration required

Class 3 (Pedal-assist, ≤28 mph)

- Restricted to residents and on-island employees only (age 16+)
- Registration required

E-Bike Class	Residents	On-Island Employees	Sanibel Business (Rentals, Resorts, etc.)	Non-Residents
Class 1	Registration not required – Class 1 e-bikes allowed on SUP by all users			
Class 2	$0	$0	Not permitted	Not permitted
Class 3	$0	$0	Not permitted	Not permitted

APPLICATION AND ELIGIBILITY

All: Signed acknowledgment of the SUP Code of Conduct

Residents: Proof of residency/property ownership, or valid Sanibel address

On-Island Employee: Proof of on-island employment (such as current paystub)

*Employers registering e-bikes for employees must also agree to revoke permits and remove decals within 10 days of employment termination, ensuring ongoing compliance.

ENFORCEMENT & PENALTIES

Graduated framework consistent with existing code:

- First offense, the person liable for the violation shall be issued a written warning advising such person of the violation; provided, however, no civil penalty shall be assessed for a first offense.
- Second offense, a civil penalty of $100.00, plus a filing fee of $10.00; provided the penalty is paid within 15 days after issuance of the ticket. In the event the penalty is paid after 15 days, the payment required shall be a civil penalty of $125.00, plus a filing fee of $10.00.
- Third offense, a civil penalty of $350.00, plus a filing fee of $10.00.
- Fourth or subsequent offense, a civil penalty of $500.00, plus a filing fee of $10.00.

POTENTIAL PROGRAM ADVANTAGES

Maintains emphasis on safety for all users of the SUP.

- Restricting higher-speed e-bike access by visitors may lessen increased congestion and speed conflicts on SUP.
- Program reinforces the City's long-standing emphasis on pedestrian and cyclist safety.
- Registration framework may encourage safer riding behavior due to increased accountability of registration process.

Addresses the Sanibel community's concerns about the growth in e-bike use on the SUP.

- Program is responsive to resident concerns regarding the potential of increasing e-bike activity on SUP.
- Program could reduce complaints related to high-speed or throttle-assisted riding behavior if greater compliance is achieved.
- Program may discourage riders from using prohibited or modified e-bikes, including those manufactured to exceed 28 mph.

Supports resident and workforce transportation needs.

- Resident and employee exemptions may provide affordable transportation alternatives for commuting.
- The program supports on-island workforce mobility while limiting broader recreational Class 2 & 3 use.
- Visible registration permits could simplify some enforcement interactions and may may provide Rangers clearer authority and procedures than the current system. Must have comprehensive education campaign concurrent with enforcement.

POTENTIAL PROGRAM CHALLENGES

It is difficult to distinguish between a Class 1 pedal assist and a Class 3 pedal assist e-bike.

- Class 1 e-bike riders may be stopped by Rangers as they can be easily confused as an unregistered Class 3 e-bike.
- The frustration visitors currently express when stopped by a Ranger for riding a Class 2 & 3 bike will likely grow if prohibited.
- Some visitors with Class 2 & 3 bike won't familiarize themselves with local rules before they arrive and will likely be disappointed.

The proposal prohibits Class 2 & 3 use by visitors while allowing resident/employee exemptions.

- Program may create perception that Sanibel is prioritizing visitor restrictions over SUP safety concerns.
- Visitors staying at resorts/rentals on island may have rented or own Class 2 or 3 e-bike that they brought and can't use.
- Program could generate sentiment that Sanibel is a complicated vacation destination and isn't a friendly destination.

E-bikes are becoming more popular.

- While the 2026 SUP User Survey showed e-bikes made up 16% of bikes on SUP, their use increased by 45% over 2025 survey data.
- The program's enforcement could face claims of government overreach and selective enforcement against non-residents.
- The February – May 2025 e-bike education campaign received excellent exposure but didn't deter Class 2 & 3 riders.

Front Line Enforcement Concerns

Information from Sanibel Police and Rangers

- It is difficult to distinguish between e-bike classes unless someone is clearly throttling a bike and not pedaling.
- A registration program will lead to even more frustration for visitors who would feel singled-out even as they are attempting to vacation and contribute to the local economy.
- Most of these people expect Sanibel to be like other destinations and allow e-bikes.
- The majority of users are adult residents and visitors.
- Enforcement is disappointing, angering, and frightening visitors when being issued a formal warning.
- Most accidents result from stationary falls.

COUNCIL DIRECTION AND NEXT STEPS

- No changes at this time - continue with E-bike regulations as outlined in Ordinance 24-014.
- Wait until House Bill 243 – Electric Bicycles (HB 243) and Senate Bill 382 – Electric Bicycles – (SB 382) are adopted at the State level before proceeding with any local policy and/or regulation changes. Governor DeSantis has not yet signed SB 382.
- Consider behavior-based enforcement for Class 1,2 & 3 e-bikes rather than e-bike classification and permit based enforcement. This aligns with previous Council discussions (that did not move forward) to allow all classes of e-bikes and regulate rider behavior.
- Implement E-bike registration program:
  - Public education campaign prior to implementation (updating website, videos, signage, print materials, etc.)
  - Coordination with Sanibel Police Department for enforcement protocols
  - Program review after the first year to assess effectiveness

Scotty L. Kelly

From: Baum, David <DSB@dsbtech.com>
Sent: Tuesday, May 26, 2026 1:29 PM
To: Scotty L. Kelly
Subject: Bike registrations - annual

This Message Is From an Untrusted Sender
You have not previously corresponded with this sender. Report Suspicious

I would like to comment on the bike registrations – annually proposed by Andrea Miller. I have been a biker for over 50 years, across Europe and the US. I have taken pictures of the 45 mile bike route from Aspen to Glenwood Springs Colorado. They included measurements, safety thoughts, and have been discussed with the Public Works Director on Sanibel. When EV bikes were introduced I was concerned about biker safety . People in Colorado are extremely experienced with road and EV bikes operating together. People who ride on Sanibel are for the most part not very experienced. Not only in the "rules of the road" for bikers but in how to safely handle an EV bike. Everybody in CO knows when a simple bell ($20) is triggered that they know they are about to be passed and respond accordingly. EX.. Voices, even those who use them when passing, way too late. But everyone hears a bell's frequency. If you want more safety on Sanibel require that this simple device be required on all bikes – owned or rented. Renters should all be required to review a simple list of "rules of the road" before sending them on their way. Renters violate safety day in and day out and are the hazard, not the EV bikes. Another EX… Riding together in both lanes and not giving way and moving over to single file in their one way lane. Just because they learned to pleasure ride as kids, they have to understand that today biking on professional bike lanes with 20mph bikes has as much a responsibility as driving on the road. A crash of two 20 mph bikes is a 40 mph impact.

Having said that as a resident of Sanibel would you want to imposed an annual registration for any bike owned on Sanibel? As a home owner, I have paid my property taxes and this proposal is an insult to residents. Just another form of government taxation. I am not alone in my opinion. And let me give you another example of this ridiculous proposal. Before the hurricanes destroyed our home, I had 6 bikes in my garage. Not just for my wife and I, but for our grandkids or other visitors to enjoy Sanibel when they visited. Under this silly proposal I would have had to register 6 bikes every year and pay a fee associated. How does that sound to you? What do you think residents are saying privately today about Sanibel? We've already paid major property dollars to live on and enjoy Sanibel. Isn't that enough for the government. Please continue to encourage path bikes and improvements on the island. Regulate street motor bikes and carts all you want. But please leave recreational biking alone.

Please give this to Council Members for me.

I am available for discussion or meeting with anyone from the Sanibel organization. David Baum 239-472-2372 FL 970-927-5160 CO Thank you for reflecting on my comments.

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From: Ashley Skinner <ashleyaskinner@gmail.com>
Sent: Friday, May 22, 2026 1:20 PM
To: John Henshaw <John.Henshaw@mysanibel.com>; Eric D. Jackson <eric.jackson@mysanibel.com>; Richard Johnson <richard.johnson@mysanibel.com>; Mike Miller <Mike.Miller@mysanibel.com>; Holly Smith <Holly.Smith@mysanibel.com>; Dana A. Souza <Dana.Souza@mysanibel.com>; Steve C. Chaipel <steve.chaipel@mysanibel.com>; Laura J. DeBruce <laura.debruce@mysanibel.com>
Subject: Letter in regards to the proposed e-bike program

I am writing this in regards to the City's potential new "e-bike program". Our family moved here full time in 2021 and we love being outdoors. Not a day goes by that we are not on the SUP. Our 14 and 16 year old boys are outside on their e-bikes as much as possible and even ride them to and from work. It seems 14 should be the age that they are to be allowed to ride one given that's the age they can start working. Obviously, if a parent doesn't want that then that's ultimately up to them. We have found that by them having the e-bikes, it keeps them out of the house where they'd be sitting and playing video games. Now they have freedom and can ride around with their friends to explore the island, fish and work. They started out on regular bikes but found they could go further and do more on an e-bike. Also, if they are biking to work they aren't sweaty and gross when they arrive.

I walk my baby and small dog on the SUP every morning. I pay attention to the amount of e-bikes and the majority this year seemed to be e-bikers. This is the way of future, whether we like it or not. Many older couples are riding them and they all slow down when passing and are respectful. I don't see extreme speeding on e-bikes, but more concerned about tourists on regular bikes not warning when passing from behind. This is dangerous and should be part of the training when renting a bike. Many times, I came close to being hit by a rented regular bike but never an e-bike.

If the city moves forward with trying to implement this program, it will be an operational nightmare and nearly impossible to maintain and enforce. It seems the city would be better off thinking about the future of the trails with e-bikes in mind and making the current trails safer by creating consistent width and space from roads. When I walk along Middle Gulf near Casa Ybel Road, my arm is inches from the car going by. That is not safe. New additional trail systems would be welcomed around the island with slightly wider and more gradual curves.

I read about the proposed program in last week's paper and it really bothered me. I wonder how many of the city council members actually spend multiple days a week on the SUP. E-bikes are as safe as the person riding them, regardless of age. You could say the same thing about boaters, trust me! This is the same rationale as forbidding someone to drive their Ferrari down Periwinkle just because it's a fast car. That doesn't make sense, they just need to obey the speed limit while driving it (no I don't own a Ferrari).

Once again, trying to register multiple e-bikes and each class within those e-bikes sounds like a nightmare and even worse, trying to actually enforce that. Many e-bikes come from off island to enjoy Sanibel and the businesses here. I believe if you put time, energy and money into this program, it would be a lost cause. We will have e-bikers regardless and they will keep coming. You wouldn't have enough man power to enforce it. Also most affordable e-bike purchases are Jetsons from Costco which all have a throttle. I see many Sanibel kids riding these. Thankfully the rangers have been very nice to the kids, including mine, and they remind them to peddle and obey the speed limits. Why can't we just keep doing that? What is the push for this?

The Skinner Family

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
DeBruce-Laura-Jane	City Council
MAILING ADDRESS: 2275 Starfish Lane	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☑ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY: Sanibel COUNTY: Lee	NAME OF POLITICAL SUBDIVISION: Sanibel
DATE ON WHICH VOTE OCCURRED: June 2, 2026	MY POSITION IS: ☑ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Laura DeBruce, hereby disclose that on June 2. 2026, 20 ___ :

(a) A measure came or will come before my agency which (check one or more)

✓ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____ ;

___ inured to the special gain or loss of my relative, _____ ;

___ inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I own an e-Bike shop and any decision made in regard to the rental or use of eBikes could potentially affect my business

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

June 2, 2026
Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

Scotty L. Kelly

From: Angi Semler Welch <angisemler14@gmail.com>
Sent: Monday, June 1, 2026 11:06 PM
To: sancouncil
Cc: Scotty L. Kelly
Subject: Comments on Proposed Shared-Use Path E-Bike Regulations

This Message Is From an External Sender
This message came from outside your organization.
Report Suspicious

Dear Council Members,

I would like to comment on the proposed ebike policies for the shared-use path.First, I believe we all share the same goal of ensuring the shared-use path remains safe and enjoyable for residents and visitors alike.

However, I do not believe the methods currently being proposed will be effective in achieving that objective. After researching this issue and considering the current discussions before City Council, I recommend the following:

- **Do not implement a resident permitting program.** There are significant questions regarding how such a program would be enforced. The program would unnecessarily differentiate between residents and visitors, despite tourism being vital to our local economy. It could create unintended friction, diminish the visitor experience, and place an administrative burden on City staff. It also relies on unsupported assumptions about differences in compliance between residents and visitors.
- **Prioritize behavior and speed regulation - not method of transportation.** This approach is more practical and effective in promoting safety than regulating by mode of transportation.
- **Consider zone-specific safety measures.** Designated "no-throttle zones" in narrower or more heavily trafficked sections of the path could enhance safety in a manner that is easier to understand and enforce.
- **Remove class-based restrictions.** Allow all classes of e-bikes on the shared-use path rather than regulating access based on bike classification.

I believe this approach provides the best balance of safety, accessibility, fairness, and enforceability while focusing enforcement efforts on the behaviors that actually create safety concerns.

Sincerely,

Angi Semler Welch

Sanibel Resident

Consent Agenda Item
Meeting of 6/2/2026

CITY OF SANIBEL
RESOLUTION 26-019

A RESOLUTION APPROVING BUDGET AMENDMENT 2026-005 TO APPROPRIATE FUNDING FOR DREDGING IN THE DINKINS BAYOU CHANNEL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been determined that certain areas of the Dinkins Bayou channel require dredging for navigability, and

WHEREAS, the areas needing dredging have previously been maintained and funded solely with City funds, and

WHEREAS, the City of Sanibel desires to amend the fiscal year 2026 budget to appropriate the funding for this project.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised fund budgets for fiscal year 2026, Budget Amendment 2026-005, a true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

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

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA THIS 2nd DAY OF JUNE 2026.

Attest:

_____ _____
Scotty Lynn Kelly, City Clerk Mike Miller, Mayor

Approved as to form and legality:

_____
John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:
Miller _____
Henshaw _____
DeBruce _____
Johnson _____
Smith _____

EXHIBIT A

DOCUMENT NUMBER **BA 2026-005**

CITY OF SANIBEL
BUDGET AMENDMENT

FUND: General / Wulfert Dredging
DEPT: Public Works / Natural Resources

FUND	ORG	OBJECT	PROJECT	DESCRIPTION	Amount Prior To Change	Incr/(Decr) Revenue	Incr/(Decr) Expense	Amount After Change
				GENERAL FUND				
001	001	389020	N/A	Budgeted Ending Fund Balance	4,318,812	-	(225,715)	4,093,097
001	0018100	991430	N/A	Transfer to F143 Wulfert Dredging	-	-	225,715	225,715
				WULFERT DREDGING				-
143	143	381010	-	Transfer from General Fund	-	225,715	-	225,715
143	1434100	434000	-	Other Contractual Services	-	-	225,715	225,715
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
								-
				SUBTOTAL:	$ 225,715	$ 225,715		

PURPOSE:	To appropriate $225,715 in funding for dredging in the Dinkins Bayou area as a result of additonal filling in of material from recent storms. This amendment transfers the funding into the Wulfert Channel Dredging Special Assessment District. However, this project is funded soley from the City and does not include property owners in the special assessment district.
FUNDING SOURCE:	This amendment increases the fiscal year 2026 budget by $225,715 due to the transfer between funds.

Prepared by:	**Resolution #:**	**Council Date:**	**Legistar:**	**Journal #:**	**Date**
S. Chaipel	26-019	6/2/2026			

Estimate
PO # TBD
Date
4/15/2026

12924 49th St N
Clearwater, FL 33762
Phone: 727-436-5044 Fax: 727-436-5003

Client: City of Sanibel
Project Manger: Holly Milbrandt
Phone: 239-472-3700 Email: holly.milbrandt@mysanibel.com
Address: 800 Dunlop Road
Sanibel, Fl 33957

President:
Bret Sapp

Project Name: Dinkins Bayou Maintenance Dredging-City Area 3 and 4

Description of work: Dinkins Bayou(Area 1) has filled in from storm damage. Owner has pulled an emergency permit to restore it back to previous conditions. Permit # SAJ-2012-01760 (NW-SJF)

Dredging Services: Mechanically dredge approximately 1,441 cy of material. Unload barge at Henderson Road boat ramp. Load directly into water tight sealed dumptrucks and hauled off the island to an upland disposal site.

Engineering/Permitting Services: USACE emergency permit pulled by owner. Work must start by September 1st.

Hauling Services: Bayside Dredging will haul the sidement to an upland disposal site off the island. Silt fence will be installed prior to any dumping.

Additional comments/notes: If additional material is requested to be removed, costs are identified below.

***Note* Contract to follow upon agreement on scope of work and permits if necessary**

Item	Description	Qty	Rate	Amount
1	Mobilization	1	$45,000.00	$45,000.00
2	Dredging (CY) Dinkins Bayou	1441	$100.00	$144,100.00
5	Hauling Sediment to Final Disposal Site (CY)	1441	$15.00	$21,615.00
6	Survey and Stakeout	1	$15,000.00	$15,000.00
			Total	**$225,715.00**

If you have any questions, please contact Bret Sapp at 727-436-5044.
We appreciate the opportunity to provide this scope of services and look forward to working with you.
SCC131152825

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

0 5 10
SCALE MILES

0 1250 2500
SCALE FEET

Vicinity Map

SCALE: 1" = 10 mi.

Location Map

SCALE: 1" = 2,500'

March 19, 2026 11:01:42 a.m.
Drawing: SANBMASTERHW.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

3-19-26
CLM

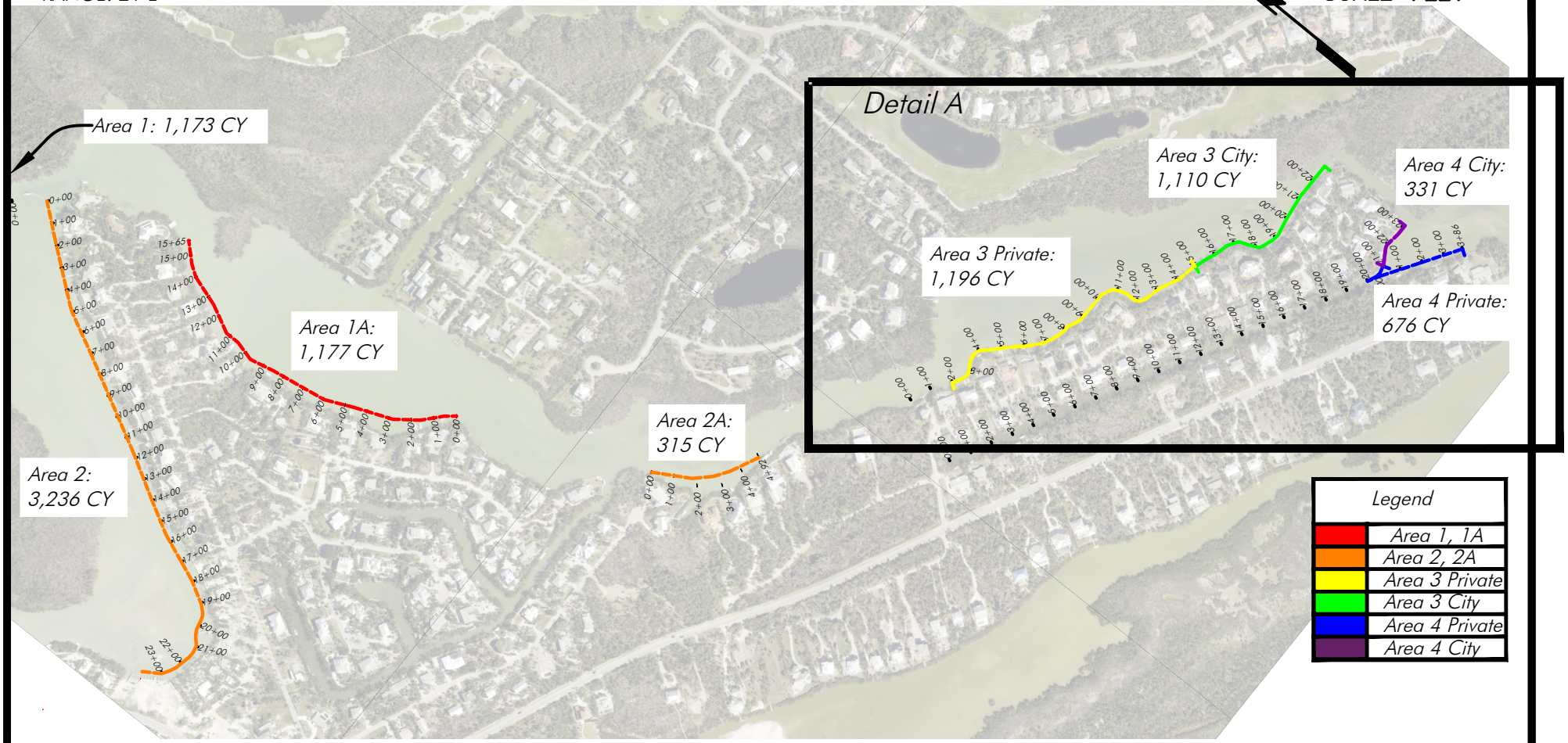
City of Sanibel

SHEET 1/3

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0' 300' 600'
SCALE FEET



Dredge Volume Calculation Areas

SCALE: 1" = 600'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

March 19, 2026 11:01:42 a.m.
Drawing: SANSMASTERHW.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

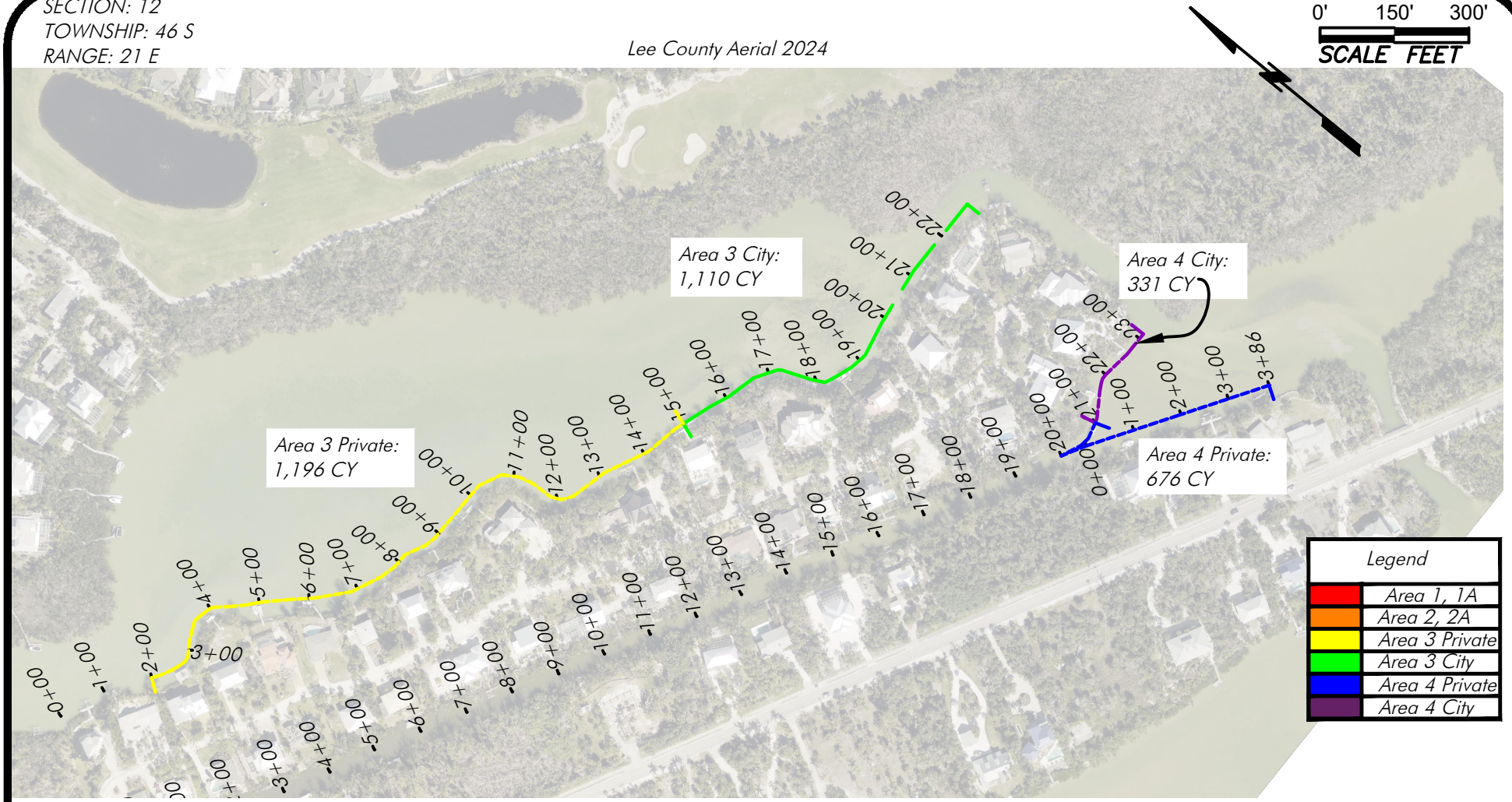
3-19-26
CLM

City of Sanibel

SHEET 2/3

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024



Dredge Volume Calculation Detail A

SCALE: 1" = 300'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

March 19, 2026 11:01:42 a.m.
Drawing: SANSMASTERHW.DWG

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1938 Hill Avenue, Fort Myers, Florida 33901
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3-19-26
CLM

City of Sanibel

SHEET 3/3

AGENDA MEMORANDUM

City Council Regular Meeting Date: June 2, 2026

DATE: May 26, 2026

TO: City Council

FROM: Crystal Mansell, Human Resources Director

SUBJECT: Amendment #2 – FY26 Compensation and Classification Plan

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BACKGROUND

In accordance with City Personnel Rules and Regulations, City Council must approve amendments to the city's Compensation and Classification plan. On September 25, 2025, City Council adopted the Fiscal Year 2026 Compensation and Classification Plan through Resolution 25-057. On October 21, 2025, City Council approved Amendment #2 of the FY26 Compensation and Classification Plan through Resolution 25-059.

In accordance with the city's Personnel Rules and Regulations, established positions may be reclassified by the City Manager to an existing higher or lower classification when changes in duties and responsibilities of the position(s) warrant such reclassification.

Following a review by Department Directors, Human Resources Director and the City Manager, the following amendments to the FY26 Compensation and Classification Plan are requested:

Information Technology (I.T.) Department

- Reclassifies one (1) approved FTE assigned as Server Administrator, Grade 123 (Exempt). Establishes Cybersecurity Analyst, Grade 122 (Exempt)

The justification for this reclassification is due to steadily increasing cybersecurity demands at an unsustainable rate over the past several years. The recent adoption of cybersecurity solutions through the Florida Digital Service grants has helped stabilize some of those demands; however, the scope of technology managed by the City has grown so broad that a structural change is now appropriate.

Planning Department

- Reclassifies one (1) approved FTE assigned as Senior Support Services Assistant, Grade 115 (Non-exempt). Establishes Planning Technician, Grade 117 (Non-Exempt).

Due to the increasing volume and complexity of development activity within the city, the current Senior Support Services Assistant position no longer aligns with the operational needs of the Planning Department. Staff time is increasingly devoted to permit intake and review coordination, responding to zoning and land development inquiries from residents, contractors, and business owners, and assisting with day-to-day planning functions that require technical knowledge of the City's land development regulations and permitting processes. Reclassifying this position to a Planning Technician will allow the Department to provide more efficient customer service, improve permit processing times, and ensure residents receive accurate and timely guidance on development-related matters, while also supporting the professional planning staff with essential technical review functions.

RECOMMENDED ACTION

Approve Resolution 26-018, amending the FY26 Compensation and Classification Plan to incorporate the above referenced reclassifications.

CITY OF SANIBEL
RESOLUTION 26-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CITY OF SANIBEL FISCAL YEAR 2025-2026 COMPENSATION AND CLASSIFICATION PLAN; ADDING CYBERSECURITY ANALYST AND PLANNING TECHNICIAN JOB CLASSIFICATIONS; AUTHORIZING THE CITY MANAGER TO AMEND JOB DESCRIPTIONS AS NECESSARY TO KEEP SUCH DESCRIPTIONS CURRENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution 25-057, adopting the Fiscal Year 2025-2026 Compensation and Classification Plan was approved by City Council at its September 25, 2025, meeting; and

WHEREAS, Resolution 25-059, amending Resolution 25-057 to correct Pay Grade 127 for Police Lieutenant, was approved by City Council at its October 21, 2025, meeting; and

WHEREAS, the City of Sanibel desires to attract and retain a competent, efficient and effective work force; and

WHEREAS, the use of pay levels and pay ranges facilitates payroll administration and maintains the integrity of the job worth; and

WHEREAS, the City of Sanibel desires to amend its Compensation and Classification Plan for Fiscal Year 2025-2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA:

SECTION 1. Exhibit A of Resolution 25-059 is hereby replaced by Exhibit A of this resolution, attached hereto, amending the Fiscal Year 2025-2026 Compensation and Classification Plan as follows:

- Add Planning Technician, Grade 117 (Non-Exempt)
- Add Cybersecurity Analyst, Grade 122 (Exempt)

SECTION 2. This resolution shall take effect immediately upon approval.

PASSED IN OPEN AND REGULAR SESSION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, THIS 2ND DAY OF JUNE 2026.

Attest:

Scotty Lynn Kelly, City Clerk

Michael Miller, Mayor

Approved as to form and legality:

John D. Agnew, City Attorney

Date filed with City Clerk: _____

Vote of Council Members:

Miller	_____
Henshaw	_____
DeBruce	_____
Johnson	_____
Smith	_____

EXHIBIT "A" TO RESOLUTION

CITY OF SANIBEL
Compensation and Classification Plan

GRADE	JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
108		$16.2780	$33,858.33	$23.9520	$49,820.23
	ADMINISTRATIVE RECEPTIONIST				
	RECREATION AIDE				
110		$17.9466	$37,328.93	$26.4070	$54,926.64
	ADMINISTRATIVE SECRETARY				
	LEAD RECREATION AIDE				
	LIFEGUARD PA				
	RECREATION SERVICES ASSISTANT				
111		$18.8439	$39,195.37	$27.7274	$57,672.98
	ADMINISTRATIVE ASSISTANT				
	DISPATCHER				
	RECREATION AIDE (LIFEGUARD)				
	RECREATION AIDE SPECIALIST FT				
112		$19.7861	$41,155.08	$29.1138	$60,556.65
	PERMIT TECHNICIAN				
	POLICE AIDE				
	RECREATION SERVICES ASSISTANT LEAD				
	SENIOR POLICE AIDE BP				
	WASTEWATER OPERATOR TRAINEE				
113		$20.7754	$43,212.84	$30.5695	$63,584.50
	LICENSING & PERMIT TECHNICIAN				
	SENIORS PROGRAM RECREATION ASSISTANT				
	SUPPORT SERVICES ASSISTANT				
	TRADESWORKER				
114		$21.8142	$45,373.47	$32.0980	$66,763.83
	MARKETING AND EVENTS COORDINATOR				
	POLICE AIDE SUPERVISOR				
	POLICE RECORDS COORDINATOR				
	RECORDS COORDINATOR				
	RECREATION PROGRAM COORDINATOR				
	SENIOR PERMIT TECHNICIAN				
	TRADESWORKER II				

CITY OF SANIBEL

Compensation and Classification Plan

JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
GRADE				
115	**$22.9048**	**$47,641.99**	**$33.7028**	**$70,101.90**
CODE ENFORCEMENT OFFICER				
ENVIRONMENTAL PERMIT COORDINATOR				
EQUIPMENT OPERATOR/CREW LEADER				
FISCAL ASSISTANT				
FLEET SERVICE TECHNICIAN				
PUBLIC WORKS ADMINISTRATIVE TECHNICIAN				
SANIBEL RANGER				
SENIOR ADMIN ASSISTANT				
SENIOR SUPPORT SVCS ASSISTANT				
UTILITY MAINTENANCE TECHNICIAN I				
116	**$24.0501**	**$50,024.30**	**$35.3880**	**$73,607.08**
SENIOR DISPATCHER				
WASTEWATER I PLANT OPERATOR				
117	**$25.2526**	**$52,525.42**	**$37.1574**	**$77,287.29**
BEACH PARKS SUPERVISOR				
COMPUTER SUPPORT SPECIALIST				
CONSTRUCTION SITE COMPLIANCE INSPECTOR				
ENGINEERING TECHNICIAN				
RECREATION FACILITIES AND OPERATIONS SUPERVISOR				
FLEET MECHANIC				
LEAD DISPATCHER				
LEAD PERMIT COORDINATOR				
PARALEGAL				
PLANNING TECHNICIAN				
RECREATION PROGRAM SPECIALIST				
SENIOR CODE ENFORCEMENT OFFICER				
UTILITY MAINTENANCE TECHNCIAN II				
118	**$26.5152**	**$55,151.68**	**$39.0153**	**$81,151.76**
ASSISTANT SUPERINTENDENT OF STREETS PARKS				
BENEFITS/PAYROLL SPECIALIST				
ENVIRONMENTAL SPECIALIST				
EXECUTIVE ASSISTANT TO CITY MANAGER & CITY ATTORNEY				
UTILITY MAINTENANCE TECHNICIAN III				
WASTEWATER II PLANT OPERATOR				

CITY OF SANIBEL
Compensation and Classification Plan

JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
GRADE				
120	**$29.2331**	**$60,804.74**	**$43.0143**	**$89,469.84**
ACCOUNTANT				
AQUATICS MANAGER				
BUILDING INSPECTOR				
CONSERVATION OFFICER				
ENGINEER INTERN				
FACILITY MAINTENANCE SUPERVISOR				
FLEET MAINTENANCE SUPERVISOR				
HUMAN RESOURCES GENERALIST				
PLANNER				
RECREATION PROGRAM MANAGER				
RECREATION SERVICES SUPERVISOR				
WASTEWATER III PLANT OPERATOR				
121	**$30.6947**	**$63,844.98**	**$45.1651**	**$93,943.41**
POLICE OFFICER				
122	**$30.6947**	**$63,844.98**	**$45.1651**	**$93,943.41**
CYBERSECURITY ANALYST				
DEPUTY CITY CLERK				
ENVIRONMENTAL BIOLOGIST				
LEAD WASTEWATER PLANT OPERATOR				
SENIOR ACCOUNTANT				
123	**$32.2294**	**$67,037.22**	**$47.4233**	**$98,640.38**
CHIEF WASTEWATER PLANT OPERATOR				
PLANS EXAMINER				
PUBLIC WORKS FACILITIES & OPERATIONS SUPERVISOR				
SENIOR PLANNER				
SERVER ADMINISTRATOR				
UTILITY MAINTENANCE SUPERVISOR				
124	**$33.8409**	**$70,389.09**	**$49.7944**	**$103,572.40**
POLICE CORPORAL				
125	**$35.5329**	**$73,908.53**	**$52.2842**	**$108,751.22**
POLICE SERGEANT				

CITY OF SANIBEL
Compensation and Classification Plan

GRADE	JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
126		$35.5329	$73,908.53	$52.2842	$108,751.22
	CODE ENFORCEMENT MANAGER FLOODPLAIN MANAGER GRANTS MANAGER PROCUREMENT MANAGER SOFTWARE & GIS MANAGER SUPERINTENDENT OF STREETS AND PARKS				
127		$41.1339	$85,558.42	$60.5255	$125,892.99
	POLICE LIEUTENANT				
128		$41.1339	$85,558.42	$60.5255	$125,892.99
	RESILIENCE & SUSTAINABILITY COORDINATOR				
129		$42.3678	$88,125.05	$63.5518	$132,187.79
	ASSISTANT CITY ENGINEER CITY CLERK PRINCIPAL PLANNER PUBLIC INFORMATION AND GRANTS MANAGER				
130		$44.9695	$93,536.54	$66.6335	$138,597.64
	CITY ENGINEER				
131		$46.7106	$97,158.05	$70.0659	$145,736.97
	DEPUTY DIRECTOR BUILDING DEPUTY DIRECTOR FINANCE DEPUTY DIRECTOR PLANNING DEPUTY DIRECTOR PUBLIC WORKS DEPUTY DIRECTOR RECREATION DEPUTY DIRECTOR UTILITIES				
132		$47.2180	$98,213.44	$71.3645	$148,438.17
	POLICE CAPTAIN				
133		$54.0733	$112,472.46	$81.1099	$168,708.59
	DEPUTY POLICE CHIEF				

CITY OF SANIBEL
Compensation and Classification Plan

JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
GRADE				
134	**$59.2529**	**$123,246.06**	**$88.1366**	**$183,324.10**
HUMAN RESOURCES & RISK MANAGEMENT DIRECTOR BUILDING DIRECTOR/CHIEF BUILDING OFFICIAL FINANCE DIRECTOR IT DIRECTOR NATURAL RESOURCES DIRECTOR PLANNING DIRECTOR PUBLIC WORKS DIRECTOR RECREATION DIRECTOR				
135	**$62.2155**	**$129,408.24**	**$92.5434**	**$192,490.27**
POLICE CHIEF				
137	**$62.5966**	**$130,200.93**	**$93.8949**	**$195,301.40**
ASSISTANT CITY MANAGER				
139	**$69.0128**	**$143,546.58**	**$103.5191**	**$215,319.77**
DEPUTY CITY MANAGER/CHIEF FINANCIAL OFFICER				

CITY OF SANIBEL
Compensation and Classification Plan

GRADE	JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
108		$16.2780	$33,858.33	$23.9520	$49,820.23
	ADMINISTRATIVE RECEPTIONIST				
	RECREATION AIDE				
110		$17.9466	$37,328.93	$26.4070	$54,926.64
	ADMINISTRATIVE SECRETARY				
	LEAD RECREATION AIDE				
	LIFEGUARD PA				
	RECREATION SERVICES ASSISTANT				
111		$18.8439	$39,195.37	$27.7274	$57,672.98
	ADMINISTRATIVE ASSISTANT				
	DISPATCHER				
	RECREATION AIDE (LIFEGUARD)				
	RECREATION AIDE SPECIALIST FT				
112		$19.7861	$41,155.08	$29.1138	$60,556.65
	PERMIT TECHNICIAN				
	POLICE AIDE				
	RECREATION SERVICES ASSISTANT LEAD				
	SENIOR POLICE AIDE BP				
	WASTEWATER OPERATOR TRAINEE				
113		$20.7754	$43,212.84	$30.5695	$63,584.50
	LICENSING & PERMIT TECHNICIAN				
	SENIORS PROGRAM RECREATION ASSISTANT				
	SUPPORT SERVICES ASSISTANT				
	TRADESWORKER				
114		$21.8142	$45,373.47	$32.0980	$66,763.83
	MARKETING AND EVENTS COORDINATOR				
	POLICE AIDE SUPERVISOR				
	POLICE RECORDS COORDINATOR				
	RECORDS COORDINATOR				
	RECREATION PROGRAM COORDINATOR				
	SENIOR PERMIT TECHNICIAN				
	TRADESWORKER II				

CITY OF SANIBEL
Compensation and Classification Plan

JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
GRADE				
115	**$22.9048**	**$47,641.99**	**$33.7028**	**$70,101.90**
CODE ENFORCEMENT OFFICER				
ENVIRONMENTAL PERMIT COORDINATOR				
EQUIPMENT OPERATOR/CREW LEADER				
FISCAL ASSISTANT				
FLEET SERVICE TECHNICIAN				
PUBLIC WORKS ADMINISTRATIVE TECHNICIAN				
SANIBEL RANGER				
SENIOR ADMIN ASSISTANT				
SENIOR SUPPORT SVCS ASSISTANT				
UTILITY MAINTENANCE TECHNICIAN I				
116	**$24.0501**	**$50,024.30**	**$35.3880**	**$73,607.08**
SENIOR DISPATCHER				
WASTEWATER I PLANT OPERATOR				
117	**$25.2526**	**$52,525.42**	**$37.1574**	**$77,287.29**
BEACH PARKS SUPERVISOR				
COMPUTER SUPPORT SPECIALIST				
CONSTRUCTION SITE COMPLIANCE INSPECTOR				
ENGINEERING TECHNICIAN				
RECREATION FACILITIES AND OPERATIONS SUPERVISOR				
FLEET MECHANIC				
LEAD DISPATCHER				
LEAD PERMIT COORDINATOR				
PARALEGAL				
PLANNING TECHNICIAN				
RECREATION PROGRAM SPECIALIST				
SENIOR CODE ENFORCEMENT OFFICER				
UTILITY MAINTENANCE TECHNCIAN II				
118	**$26.5152**	**$55,151.68**	**$39.0153**	**$81,151.76**
ASSISTANT SUPERINTENDENT OF STREETS PARKS				
BENEFITS/PAYROLL SPECIALIST				
ENVIRONMENTAL SPECIALIST				
EXECUTIVE ASSISTANT TO CITY MANAGER & CITY ATTORNEY				
UTILITY MAINTENANCE TECHNICIAN III				
WASTEWATER II PLANT OPERATOR				

CITY OF SANIBEL
Compensation and Classification Plan

JOB CLASS TITLE	HRLY MIN	ANNUAL MIN	HRLY MAX	ANNUAL MAX
GRADE				
120	**$29.2331**	**$60,804.74**	**$43.0143**	**$89,469.84**
ACCOUNTANT				
AQUATICS MANAGER				
BUILDING INSPECTOR				
CONSERVATION OFFICER				
ENGINEER INTERN				
FACILITY MAINTENANCE SUPERVISOR				
FLEET MAINTENANCE SUPERVISOR				
HUMAN RESOURCES GENERALIST				
PLANNER				
RECREATION PROGRAM MANAGER				
RECREATION SERVICES SUPERVISOR				
WASTEWATER III PLANT OPERATOR				
121	**$30.6947**	**$63,844.98**	**$45.1651**	**$93,943.41**
POLICE OFFICER				
122	**$30.6947**	**$63,844.98**	**$45.1651**	**$93,943.41**
CYBERSECURITY ANALYST				
DEPUTY CITY CLERK				
ENVIRONMENTAL BIOLOGIST				
LEAD WASTEWATER PLANT OPERATOR				
SENIOR ACCOUNTANT				
123	**$32.2294**	**$67,037.22**	**$47.4233**	**$98,640.38**
CHIEF WASTEWATER PLANT OPERATOR				
PLANS EXAMINER				
PUBLIC WORKS FACILITIES & OPERATIONS SUPERVISOR				
SENIOR PLANNER				
SERVER ADMINISTRATOR				
UTILITY MAINTENANCE SUPERVISOR				
124	**$33.8409**	**$70,389.09**	**$49.7944**	**$103,572.40**
POLICE CORPORAL				
125	**$35.5329**	**$73,908.53**	**$52.2842**	**$108,751.22**
POLICE SERGEANT				

CITY OF SANIBEL
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	FLOODPLAIN MANAGER				
	GRANTS MANAGER				
	PROCUREMENT MANAGER				
	SOFTWARE & GIS MANAGER				
	SUPERINTENDENT OF STREETS AND PARKS				
127		$41.1339	$85,558.42	$60.5255	$125,892.99
	POLICE LIEUTENANT				
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	PRINCIPAL PLANNER				
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FINANCE DIRECTOR				
IT DIRECTOR				
NATURAL RESOURCES DIRECTOR				
PLANNING DIRECTOR				
PUBLIC WORKS DIRECTOR				
RECREATION DIRECTOR				
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139	**$69.0128**	**$143,546.58**	**$103.5191**	**$215,319.77**
DEPUTY CITY MANAGER/CHIEF FINANCIAL OFFICER				

City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

Meeting Minutes - Draft
City Council

Tuesday, March 31, 2026 | **9:00 AM** | **MacKenzie Hall - 800 Dunlop Road**

Regular Meeting Rescheduled from 3/17

1. CALL TO ORDER

The meeting convened at 9:00 a.m.

2. INVOCATION AND PLEDGE OF ALLEGIANCE (Councilmember Johnson)

Councilmember Johnson gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

Present: 5 - Mayor Mike Miller, Councilmember Holly Smith, Councilmember Laura DeBruce, Vice Mayor John Henshaw, and Councilmember Richard Johnson

4. SET THE AGENDA

Mayor Miller noted two agenda items with set times: the affordable housing ordinances at 9:10 AM and a quasi-judicial hearing at 10:30 AM. He indicated they would skip the 10:30 item if reached early and return to it at the designated time. Council set the agenda as published.

5. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Mayor Miller welcomed District 1 County Commissioner Kevin Ruane, acknowledging his support for Sanibel's recovery efforts.

Public Comments:
- Matt Joyce - inquired as to the Sanibel Pier item and was advised it is later on in the agenda.

6. PRESENTATION(S)

a. Gopher Tortoise Day Proclamation

Mayor Miller read into record a proclamation recognizing Gopher Tortoise Day. He presented the proclamation to Natural Resources Staff members Rachel Rainbolt and Erin Reed. Ms. Rainbolt thanked Council for the proclamation and thanked residents for their re-vegetation efforts following recent storms and reported seeing new gopher tortoises surviving on the island.

b. PACE - Believing in Girls Month Proclamation

Mayor Miller read into record a proclamation recognizing March as "Believing in Girls Month" in recognition of PACE Center for Girls Lee, which provides services to at-risk young women. Representatives included Board Vice Chair Amy McQuagge, Board Member Jennifer Nelson (also Cape Coral City Council member), and Executive Director Jennifer Cellitti. Vice Mayor Smith emphasized the importance of supporting young women who face challenges and noted that PACE provides mentorship and support for those who might need extra help. Ms. McQuagge detailed PACE's mission of serving at-risk girls aged 11-17 through education, advocacy, and counseling, reporting that 100% of their girls improve academically and 75% increase their self-belief.

c. Water Conservation Month Proclamation

Mayor Miller read into record a proclamation recognizing April 2026 as Water Conservation Month, emphasizing water as a finite and fragile resource. The proclamation noted that approximately 60% of potable water produced by Island Water Association is used for irrigation. Diana Wilson, General Manager of Island Water Association (IWA), thanked the city for the recognition and emphasized that while focusing on conservation in April, it should be a daily concern. She directed residents to the Island Water website for irrigation schedules and noted that beautiful landscapes and water conservation can go hand in hand.

d. World Landscape Architecture Month Proclamation

Mayor Miller read into record a proclamation recognizing April 2026 as Landscape Architecture Month and April 1, 2026 as Professional Landscape Architecture Day. Leigh Gevelinger, owner of Coastal Vista Design and president of the American Society of Landscape Architects Florida Chapter, accepted the proclamation. She noted this was one of the first proclamations received statewide and thanked the city for its recognition. Ms. Gevelinger emphasized the importance of water conservation and native planting principles, acknowledging other allied professionals present who contribute to successful landscape projects.

7. 9:05 AM - SECOND READING AND PUBLIC HEARING

a. Community Housing & Resources - Conditional Use Permit

ORDINANCE 26-004 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, APPROVING AN INCREASE IN RESIDENTIAL DEVELOPMENT DENSITY AS SET FORTH AND APPROVED IN PLANNING COMMISSION RESOLUTION 26-04, CONDITIONAL USE PETITION APPLICATION NO. PL20260002, PURSUANT TO SECTIONS 82-201, AUTHORIZATION, AND 82-204,

APPLICATION AND HEARING, OF THE CODE OF ORDINANCES, TO ALLOW INCREASED-DENSITY BELOW MARKET RATE HOUSING FOR CONSTRUCTION OF A 39-UNIT MULTI-FAMILY DEVELOPMENT ON PROPERTY OWNED BY COAST ISLANDS COMMUNITY LAND TRUST, INC. (FORMERLY OWNED BY SANIBEL 1523 , INC., AND SANIBEL 1531, INC.), AND LOCATED AT 1523 PERIWINKLE WAY, TAX PARCEL NO. 30-46-23-T1-00004.0060 AND NO. 30-46-23-T1-00004.0070, MORE FULLY DESCRIBED HEREIN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-004 which sought to approve an increase in residential development density to allow for the construction of a 39-unit multifamily below market rate housing development at 1523 Periwinkle Way, owned by Coast Islands Community Land Trust, Inc. Mayor Miller spoke to the need for a super majority vote to pass.

Discussion ensued regarding Councilmember DeBruce being the Liaison to Community Housing and Resources (CHR) and not having seen the project plans prior to the presentation on March 17th, Mayor Miller attending the Planning Commission meeting on February 24th, and Councilmember Johnson and others attending the County Commission meeting regarding the project.

Council Discussion:
The discussion, which was extensive, reflected the significance and complexity of the proposal.

Vice Mayor Smith, who had been absent from the first reading due to travel for FEMA-related work, opened with lengthy preliminary comments. She stated she had reviewed the prior council meeting and Planning Commission recordings thoroughly, and while she expressed philosophical support for CHR and below market rate housing, she voiced serious reservations about the proposed project at 39 units and three stories over parking. She questioned compliance with Section 86-164 of the land development code (limitations on principal buildings), raised concerns about the concentration of affordable housing units in a single location, and expressed uncertainty about CDBG-DR funding restrictions under the Fair Housing Act-specifically whether residents could be required to both live and work on Sanibel. She also indicated that she would have been more comfortable supporting a two-story alternative, noting that a reduced footprint might still be financially viable with creative funding approaches, and that she had visited the site and consulted the County's CDBG-DR administrator prior to the meeting.

Councilmember Johnson spoke in favor of the project, urging his colleagues not to allow the matter to divide the community. He acknowledged that information had arrived late, noting that renderings were not available until the day before the prior meeting, but emphasized that the right decision was to vote yes, and that there was still time to address open concerns. He stressed the importance of

using the available federal funding and that the risk of inaction was losing this opportunity entirely.

Councilmember DeBruce stated she continued to have significant reservations, particularly regarding the size and mass of the building and its compatibility with the Sanibel Plan's requirement that below market rate housing be "virtually indistinguishable from the rest of the community." She acknowledged her sense of personal responsibility as City Liaison to CHR, noting she had not been informed of the specifics of the project until the prior meeting. Most critically, she proposed a firm condition that every unit be occupied exclusively by individuals employed by businesses with a principal place of business on Sanibel, or a Sanibel-affiliated business on Captiva, or individuals who had previously worked on Sanibel for 20 years and were retired or disabled. She argued this condition was necessary to ensure the density increase was justified under the City's charter, which permits increased density solely as an incentive for the City's own below market rate housing program serving Sanibel's workforce.

Councilmember Henshaw inquired whether the project would have been proposed absent the federal funding and whether the density and style of the building were truly aligned with Sanibel's character. He ultimately indicated he could support the project if the conditions adequately addressed who would occupy the units and how the property would be managed, while accepting some residual risk that one or two units might eventually house individuals not employed on Sanibel.

Mayor Miller stated he was a yes vote, finding the project consistent with the Sanibel Plan when read as a whole, not troubled by Section 86-43 compliance given the commercial district context, and willing to accept the risks associated with concentration. He cautioned against letting the "drive for perfection" on the workforce eligibility condition jeopardize the project's funding eligibility but ultimately acknowledged that Councilmember DeBruce's vote was necessary to achieve the required four-vote super-majority.

Staff and Applicant Presentations:
Planning Director Paula McMichael presented a detailed review of the proposal, confirming staff and Planning Commission findings of consistency with the Sanibel Plan and applicable land development code provisions. She acknowledged that a variance from Section 86-164 had not been requested for the companion Riverview I project (Harkey House), characterizing this as an oversight. She confirmed that the building, set back approximately 135 feet from Periwinkle Way, was designed with a maximum height of 45 feet NAVD, and that the updated design presented at this meeting differed from the initial rendering shown at first reading by relocating the elevator shaft and opening the central walkway.

b. Community Housing & Resources - Variances

ORDINANCE 26-005 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, DETERMINING A VARIANCE (APPLICATION NO. PL20260007) RELATIVE TO SECTION 86-163, MAXIMUM NUMBER OF DWELLING UNITS, SECTION 86-164, LIMITATIONS ON PRINCIPAL BUILDINGS, SECTION 122-48, LOCATION AND SIZE OF REQUIRED VEGETATION BUFFERS, SECTION 122-49, TYPES, VARIETIES, AND NUMBERS OF PLANTS REQUIRED, SECTION 126-494, REQUIRED CONDITIONS, SECTION 126-1029, SITE PLANNING, AND SECTION 126-1404, DRIVEWAYS AND SERVICE AISLES, TO ALLOW FOR THE CONSTRUCTION OF A 39-UNIT MULTI-FAMILY DEVELOPMENT, ON PROPERTY OWNED BY COAST ISLANDS COMMUNITY LAND TRUST, INC. (FORMERLY OWNED BY SANIBEL 1523, INC. AND SANIBEL 1531, INC.) AND LOCATED AT 1523 PERIWINKLE WAY, TAX PARCEL NO. 30-46-23-T1-00004.0060 AND NO. 30-46-23-T1-00004.0070, FILED PURSUANT TO SECTION 82-138 OF THE LAND DEVELOPMENT CODE; MORE FULLY DESCRIBED HEREIN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-005. Planning Director McMichael continued the presentation, specific to the variance requests, regarding the proposed conditions to be included with any project approval as the two ordinances are closely incorporated.

Councilmember Johnson stepped out of the meeting at 11:14 a.m. and returned at 11:24 a.m.

CHR Executive Director Nicole McHale presented background on the organization's process, including earlier failed attempts to secure CDBG-DR funding for another site (the Middle Gulf Drive parcel, which was deemed a wetland following Hurricanes Helene and Milton), the origin and constraints of the CDBG-DR Notice of Funding Availability (NOFA), and the business case for the project. She shared results of a survey of 27 Sanibel businesses, reporting that 93 percent identified workforce housing as critical or very important, 63 percent had reduced hours or capacity due to staffing shortages, and 85 percent reported hiring as extremely or very difficult. She also presented an updated architectural rendering and clarified that CHR's intent was always for units to serve Sanibel and Captiva workers. She confirmed the project was a "take it or leave it" proposition with respect to the grant structure, though she clarified she did not mean the project was inflexible to conditions.

Project Manager Rachel Bielert addressed the funding timeline, explaining that May 4, 2026, was the deadline by which the City needed to confirm that zoning approvals were in place. The occupancy deadline-by which the building must be built and occupied to receive forgiveness of the loan component of the CDBG-DR award-was now understood to be May 2026, with some flexibility having been clarified by county staff. She also addressed the financial

infeasibility of reducing the project to 26 units, explaining that eliminating 13 units would reduce revenue by 30 percent while only reducing construction costs by approximately 15 percent, likely producing a negative return on investment under the county's underwriting framework.

The meeting recessed at 12:14 p.m. and reconvened at 12:28 p.m.

Public Comments:
- Chris Heidrick - Sanibel Resident - spoke in support of the project
- Carmella Cioffi - MHK Architecture - spoke in support of the project
- Nathan Kastle - CHR Resident, City of Sanibel Employee - spoke in support of the project
- Alison Ward - CHR Resident - spoke in opposition of the project
- Chet Sadler - Sanibel Resident - spoke in opposition of the project
- Denise Rodenburg - Kona Kai Motel Owner - spoke in opposition of the project
- Ed Holden - Sanibel Resident - spoke in support of the project
- Cathy Lanier - Sanibel Resident - spoke in support of the project
- Arlene Dillon - Sanibel Resident - spoke in support of the project
- Marty Harrity - Sanibel Resident - spoke in support of the project
- Peter Pappas - Sanibel Resident - spoke in support of the project
- William Harkey - property owner - spoke in support of the project
- Terry Cool - Sanibel Resident - spoke in support of the project
- Roger Grogman - Sanibel Resident - spoke in support of the project
- Wanda McKitrick - CHR Resident - spoke in support of the project
- Nancy Gurney - Sanibel Resident - spoke in support of the project
- Jeff Decker - Sanibel Resident - spoke in support of the project
- George Keniakalas - Birdie View - spoke in opposition of the project
- Rose Gilson - CHR Resident - spoke in support of the project
- Jason Halliburton - Sanibel Resident - spoke in support of the project
- Carolyn Marino - Sanibel Resident - spoke in opposition of the project
- Larry Schopp - Sanibel Resident - spoke in opposition of the project
- Ellen Israel - Sanibel Resident - spoke in support of the project
- James McHale - Sanibel Resident - spoke in support of the project

Supporters emphasized the demonstrated need for workforce housing, the opportunity cost of declining the funding, CHR's track record of responsible property management, the quality and character of the updated architectural design, and the importance of economic diversity to Sanibel's recovery and long-term vitality. CHR residents and Sanibel employees testified about the direct benefits of on-island housing. Several speakers invoked the legacy of the Sanibel Plan's original commitment to below market rate housing and the exhortation attributed to Porter Goss that the community had an obligation to support CHR.

Opponents and those with reservations raised concerns about the concentration of lower-income housing units on a single corridor, the size and mass of the

building relative to the surrounding neighborhood, the risk that CDBG-DR funding requirements could allow non-Sanibel workers to occupy the units, the loss of commercial space on Periwinkle Way, and the compatibility of the project with the Sanibel Plan's character standards. Planning Commission member Larry Schopp, speaking as a resident, stated his belief that the project violated Policy 3.7 of the Sanibel Plan and Section 86-43, though he noted he would have voted for a two-story version. Adjacent property owner Denise Rodenburg of Kona Kai Motel raised design compatibility concerns.

- County Commissioner Kevin Ruane - clarified that the $9,750,000 award was structured as a grant (a forgivable loan, to be forgiven upon meeting program milestones), to discourage a "no" vote, and to note that the Council could include conditions in the approval without risking the county's cooperation. He assured Council that no commissioner would hold a difficult decision against them and encouraged a path to yes.

Following deliberation, Councilmember DeBruce moved to approve Ordinance 26-004 with the following modifications and addition to the ordinance language: (1) changing the eighth "whereas" clause from "agrees with" to "acknowledges" the Planning Commission's finding of consistency with the Sanibel Plan; and (2) adding a new fourth condition requiring that the applicant ensure each resident of the development be an employee or owner on Sanibel of a business or organization with a principal place of business on Sanibel, an employee or owner on Captiva of a business or organization with a principal place of business on Sanibel, or an individual who has previously worked on Sanibel for 20 years and is retired or disabled.

Public Comments:
- Peter Pappas
- Caroline Marino
- Mitch Koppelman
- Arlene Dillon
- Carmella Cioffi

Councilmember DeBruce moved, seconded by Councilmember Johnson, to adopt Ordinance 26-004 as amended, with the modification to the eighth whereas clause and the addition of the workforce eligibility condition. The motion carried 4-1, with Vice Mayor Smith opposed.

Opposed: 1 - Councilmember Holly Smith

City Attorney Agnew confirmed the title of Ordinance 26-005 had been previously read. The ordinance addressed variances from Sections 86-163 (maximum number of dwelling units), 86-164 (limitations on principal buildings), 122-48 and 122-49 (vegetation buffers and plant requirements), 126-494, 126-1029, and 126-1404, all necessary to accommodate the 39-unit development.

Jeremy Walsh of RS Walsh Landscaping presented the landscape plan, describing the proposed native buffer plantings along all sides of the property, including a minimum of 15-foot trees along the Periwinkle Way frontage, the relocation of existing sabal palms into the buffer, plantings along the Kona Kai side, and a dense buffer at the rear of the property adjacent to the Sanibel River preserve area.

Councilmember Henshaw moved, seconded by Councilmember Johnson, to adopt Ordinance 26-005.

Councilmember DeBruce moved, seconded by Vice Mayor Smith, to amend the motion to include the added condition from 26-004. The motion to amend passed 4-1 with Councilmember Henshaw opposed.

Opposed: 1 - Vice Mayor John Henshaw

Councilmember Henshaw moved, seconded by Councilmember Johnson, to adopt Ordinance 26-005 as amended to include the workforce eligibility condition. The amended motion carried 4-1 with Vice Mayor Smith opposed.

Opposed: 1 - Councilmember Holly Smith

The meeting recessed at 3:49 p.m. and reconvened at 4:03 p.m.

8. 10:30 AM - PUBLIC HEARING

a. RESOLUTION 26-013 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, [UPHOLDING/REVERSING/MODIFYING/REMANDING] THE PLANNING COMMISSION'S DECISION DETAILED IN SANIBEL PLANNING COMMISSION RESOLUTION 26-03, REGARDING CONDITIONAL USE PERMIT APPLICATION NOS. PL20250011 AND PL20260006 DATED FEBRUARY 24, 2026, TO ALLOW BICYCLE RENTALS AND A FORMULA RETAIL STORE (UNLIMITED BIKING) TO OPERATE IN UNIT 3 OF THE ISLANDER CENTER LOCATED WITHIN THE TCG - TOWN CENTER GENERAL COMMERCIAL DISTRICT, ON PROPERTY OWNED BY 2407 PERIWINKLE SANIBEL, LLC, AND LOCATED AT 2407 PERIWINKLE WAY, TAX PARCEL NO. 26-46-22-T2-00004.0070; AND PROVIDING AN EFFECTIVE DATE

City Attorney Agnew read the title of Resolution 26-013 and provided an overview of the quasi-judicial appeal process. He explained that Council's review was limited to whether the Planning Commission had properly interpreted and applied the land development code based on the evidence in the record, applying a competent substantial evidence standard. Public comment would not be taken; only parties to the proceeding and staff would present. The Council was advised that it could uphold, reverse, modify, or remand the Planning Commission's decision.

Councilmember DeBruce recused herself from this item, citing her ownership of a small e-bike business that could be affected by the outcome. Form 8B would be filed with City Clerk Kelly and added to the record. Councilmember DeBruce stepped out of the meeting at 4:05 p.m.

City Clerk Kelly swore in the following:
- Paula McMichael, City of Sanibel, Planning Director
- Steve Brown Jr., Incoming Owner of Billy's Bikes, filer of appeal
- Blake Bartholomew - Attorney on behalf of the Applicant, Unlimited Biking
- Hakan Ugdur - CEO of Unlimited Biking

Council members disclosed ex parte communications: Councilmember Johnson reported a site visit and conversations with resident Jeff Powers, Billy Kirkland, and Steve Brown Jr. regarding safety at the site; Councilmember Henshaw reported receiving a voicemail from Steve Brown Jr. but indicated no substantive communication took place; Vice Mayor Smith reported a voicemail from Mr. Brown and a brief encounter with the applicant's representative, Blake Bartholomew, at a public function; and Mayor Miller reported receiving a voicemail from Mr. Brown that he did not return. All ex-parte disclosure forms would be filed with the City Clerk and added to the record.

Appellant's Presentation - Steve Brown Jr.

Steve Brown Jr., appellant on behalf of Billy's Bikes and a Sanibel resident, stated that he filed the appeal because he believed the Planning Commission had erred in two principal respects. First, he argued that a bicycle rental business was not compatible with the other uses at the Islander Center under the formula retail compatibility standards of Section 162-102, particularly the requirement that the proposed development intensity not exceed that of other low and moderate intensity uses on the site. He contended that during peak season, the volume of activity at a bike rental business was substantially different from the restaurants, wine shop, and medical office also located at the center. Second, he raised safety concerns under Section 126-82(a), arguing that the physical modifications made to the site since the application was denied 7-0 in 2021-primarily the addition of an interconnectivity path alongside the ingress/egress road-were insufficient to transform what had previously been deemed an unsafe site into an acceptable one. He also questioned how the addition of 100 bikes could be consistent with the parking reductions that had occurred on the site since 2021.

Staff and Applicant Presentations - Planning Director McMichael and Blake Bartholomew

Planning Director McMichael outlined the four specific deficiencies cited in the 2021 denial and explained how each had been addressed through code amendments and site improvements since that time. The mix of uses in the Town Center General Commercial District had changed since 2021, making the compatibility analysis different. The interconnectivity path-approved by staff and constructed-now provided a dedicated route for bicyclists from the rear staging area to the shared use path, separate from vehicle circulation. City

Council's 2024 amendments to the off-street parking code eliminated the parking deficiency that contributed to the prior denial, and the traffic study submitted with the application demonstrated no net increase in vehicle trips. A rebuttable presumption of no adverse traffic impact existed under the amended code, and no competent substantial evidence to the contrary was presented to the Planning Commission.

Blake Bartholomew, representing property owner 2407 Periwinkle Sanibel LLC and Unlimited Biking, emphasized that the application had undergone an eight-month staff review process, the interconnectivity path had been constructed, letters of support from three of the four Islander Center tenants were in the record, and the former Planning Commission chair-who had been involved in the 2021 denial-had indicated the current application addressed the prior shortcomings. CEO Hakan Ugdur of Unlimited Biking also addressed safety, noting that his company's operations at this site offered superior separation of bike staging from vehicle traffic compared to the three existing bike rental businesses on the island.

Council Action

Following deliberations, Vice Mayor Smith moved to uphold the Planning Commission's unanimous decision in favor of approving the conditional use permits for Unlimited Biking. The Council agreed that the competent substantial evidence standard had been met and that the Planning Commission had properly applied the land development code.

Vice Mayor Smith moved, seconded by Councilmember Henshaw, to adopt Resolution 26-013 upholding the Planning Commission's decision as detailed in Planning Commission Resolution 26-03. The motion carried 4-0, with Councilmember DeBruce recused.

Recused: 1 - Councilmember Laura DeBruce

9. OLD BUSINESS

a. Sanibel Fishing Pier (Supplement 1)

Councilmember DeBruce rejoined the meeting at 5:14 p.m.

City Manager Dana Souza presented a grant agreement between the City and Lee County Tourist Development Council (TDC) in the amount of $2,148,000 for construction of a new Sanibel Fishing Pier. He noted that of the $2,500,000 originally requested, design and construction administration costs were deemed ineligible for TDC funding and would need to be addressed separately. Mr. Souza indicated he would bring a cost estimate for those services back to Council. Vice Mayor Smith acknowledged her role as a TDC member in facilitating this funding and noted that Commissioner Ruane had been instrumental in the award. Council also confirmed that work on temporary

repairs to the existing pier structure remained ongoing and would be communicated to Council soon.

Vice Mayor Smith moved, seconded by Councilmember Johnson, to approve Lee County Tourist Development Grant Agreement 401626 and authorize the City Manager to execute the agreement. The motion carried.

b. Florida Legislative Session 2026

City Manager Souza advised that the 2026 Florida Legislative Session ended without an approved budget, and a special session is anticipated in April, with potential additional sessions related to tax reform and redistricting. Vice Mayor Smith, who had recent contact with Senator Passidomo, noted that a homestead exemption increase of approximately $25,000 was under discussion but that there remained significant uncertainty about the form and revenue replacement implications of any tax reform. The City Manager also noted that Senate Bill 290 (the Florida Farm Bill) preempted the City's prohibition on gas-powered leaf blowers effective July 1, 2026, and that an ordinance repealing the relevant code section would be brought forward. He indicated that as a matter of administrative practice, City contractors and staff would continue to be directed to use electric blowers except during declared emergencies.

The City Manager further recommended reducing the City's pending state appropriation request for the Sanibel Weir Flap Gate Modification and Installation project from $600,000 to $450,000, reflecting that a flap gate repair at Beach Road had been incorporated into a previously awarded state grant. Council concurred.

Vice Mayor Smith moved, seconded by Councilmember DeBruce, to reduce the requested appropriation funding for the Sanibel Weir Flap Gate Modification and Installation from $600,000 to $450,000. The motion carried.

By consensus, item 11d was moved forward for consideration.

d. Sanibel Fire Station 172 - 5171 Sanibel Captiva Road - After-the-Fact Approval of a Memorial Sign and Building Signage - both as Exempt Signs (not requiring a sign permit)

Sanibel Fire Station 172 After-the-Fact Approval of Exempt Signs - was pulled from the consent agenda for separate presentation at the request of staff, as Fire Chief Kevin Barbot and Natalie White, Project Architect were in attendance. Chief Barbot explained that two sign exemptions were sought: an oversized building sign above the apparatus bay doors (exceeding the standard 20 square foot limit, necessitated by the required setback placing a monument sign inside the building footprint) and a secondary "Bruised Not Broken" memorial sign on the rear of the structure facing Bowman's Beach. Both were approved as exempt signs under the applicable code provision.

Vice Mayor Smith moved, seconded by Councilmember DeBruce, to approve Item 11(d), Sanibel Fire Station 172 After-the-Fact Approval of a Memorial Sign and Building Signage as Exempt Signs. The motion carried.

c. City Manager's Annual Performance Review

Human Resources Director Crystal Mansell presented the results of the City Manager's annual performance evaluation covering the period November 16, 2024 through November 15, 2025. The composite overall rating from all five Council members was 4.947 out of 5.0, representing an improvement over the prior year's rating of 4.883. A survey of comparable Southwest Florida city managers showed City Manager Souza's current salary of $250,985.95 placed him at the lower-mid range of the regional market.

Council members spoke warmly of City Manager Souza's leadership, dedication, and the quality of staff he had assembled, with multiple members giving him the rare distinction of a perfect score. Council reached consensus on a 6 percent base salary increase consistent with that provided to general employees for fiscal year 2026, effective retroactively to November 15, 2025, plus a one-time $5,000 performance bonus in recognition of his extraordinary work over the past year.

Councilmember Johnson moved, seconded by Vice Mayor Smith, to approve Amendment Six to the City Manager's Employment Agreement, providing a 6 percent base salary increase retroactively effective November 15, 2025 and a $5,000 performance bonus, and to authorize the Mayor to execute the amendment. The motion carried.

10. NEW BUSINESS

a. Contract approval with Tru Spec Mechanical, Inc in the amount of $2,872,810.00 for the Donax Water Reclamation Facility Post Hurricane Ian Repairs & Hardening project and authorize the City Manager to execute the contract (Supplement 1)

City Manager Souza introduced Deputy Utilities Director Jason Goodrich who presented the request for approval of a construction contract for the Donax Water Reclamation Facility Post Hurricane Ian Repairs & Hardening Project. The project addresses damaged critical components at the facility including a supplemental carbon dosing system and internal recycle pumping, SCADA control room renovation, sodium hypochlorite feed line hardening, flow meters, valves, and chlorine contact tank repairs. Four bids were received; the lowest responsive and responsible bidder was TruSpec Mechanical, Inc. at $2,872,810. Funding is fully covered by a Florida Department of Environmental Protection grant. In response to Council questions, Goodrich confirmed the facility is currently meeting all water quality targets and that this project would provide permanent solutions to systems currently being maintained through temporary measures.

Vice Mayor Smith stepped out of the meeting at 5:57 p.m. and returned at 5:59 p.m.

Councilmember DeBruce moved, seconded by Councilmember Henshaw, to approve the contract with TruSpec Mechanical, Inc. in the amount of $2,872,810 for the Donax Water

Reclamation Facility Post Hurricane Ian Repairs & Hardening Project and authorize the City Manager to execute the contract. The motion carried.

11. CONSENT AGENDA

CONSENT ITEMS PULLED FOR DISCUSSION

No additional items were pulled for discussion.

ADOPTION OF RESOLUTIONS

a. **RESOLUTION 26-014 APPROVING GRANT AGREEMENT 452816 BETWEEN THE CITY OF SANIBEL AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO REPAIR AND REPAVE CERTAIN SECTIONS OF THE SHARED USE PATH SYSTEM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.** (Supplement 1)

Attorney Agnew read into record the title of Resolution 26-014.

Vice Mayor Smith moved, seconded by Councilmember DeBruce, to adopt Resolution 26-014. The motion carried.

BUSINESS ITEMS

b. Adoption of Minutes (continued from March 17, 2026 meeting)

c. Approval of an agreement with EarthBalance Corporation for the Sanibel Island-wide Beach Erosion Control project in the amount of $397,494.00 and authorize the City Manager to execute the agreement.

e. The Dunes request for twelve (12) additional special event permits for the 2026 calendar year

f. Sanibel School Fund (SSF) request for two temporary signs

g. Approval of agreement renewal with Vital Records Control for records storage in the amount of $54,360 for three (3) year term and authorize the City Manager to execute same

h. Approval of a $5,500,000 grant agreement between the City of Sanibel and the U.S. Department of Housing and Urban Development for replacement of the East Periwinkle Way bridge and authorize the City Manager to execute same

i. Approval of a contract with Stantec Consulting Services, Inc. to assist the City in determining the appropriateness of a stormwater assessment fee program and authorize the City Manager to execute same (Supplement 1)

j. Request from the Sanibel Historic Museum & Village to extend the deadline for the submission of their audited annual financial statement to June 30, 2026 (Supplement 1)

Approval of Consent Agenda Business Items 11b, c, e, f, g, h, i, and j.

Vice Mayor Henshaw moved, seconded by Councilmember DeBruce, to approve Consent Agenda Business Items 11b, c, e, f, g, h, i, and j. The motion carried.

12. INFORMATIONAL ITEMS

a. Water Quality Report from Natural Resources Department

b. Finance Department Reports
i. Causeway Traffic Counts (Supplement 2)

No discussion was held on informational items.

13. GENERAL COUNCIL DISCUSSION

a. Future Agenda Items Matrix

Vice Mayor Smith suggested reconsidering the placement of Council comments on the agenda, noting the meeting had extended past 6:00 PM and Council comments were effectively last. Council reached consensus to move Council comments to earlier in the agenda-following second and first readings-so that community-facing discussion items receive appropriate attention while the public is present. Council also agreed that committee appointments would precede Council comments when applicable.

Vice Mayor Smith raised two new items for the future agenda matrix. First, she described preliminary discussions with the owners and attorney of the Island Cow property regarding a potential mixed-use commercial and botanical-themed miniature golf amenity on Periwinkle Way. City Attorney Agnew noted that miniature golf is not currently a permitted or conditional use in the land development code and would require a code amendment through the Planning Commission before coming to Council. Council reached consensus to schedule a philosophical discussion of the concept at the April meeting. Second, Vice Mayor Smith requested staff review and develop a recommendation for a potential new crosswalk serving the Island Woods subdivision on Periwinkle Way, noting safety concerns for residents crossing to and from Periwinkle Place. City Manager Souza indicated this could be addressed in conjunction with a broader speed limit and restriping initiative planned for the April agenda. Council provided consensus direction to proceed.

Councilmember DeBruce requested Council consensus to refer Section 102-102 and Division 3 of the land development code concerning below market rate housing eligibility criteria to the Planning Commission for review and potential amendment, consistent with the discussion under Agenda Item 7. Council concurred and directed staff to send the matter to the Planning Commission.

Councilmember DeBruce also noted the discovery of the first snowy plover nest of the season on Algiers Beach by City rangers, and flagged community concern about parking and pedestrian safety in the Sanctuary neighborhood following a recent fatal cycling accident. Police Chief William Dalton, who had remained for the meeting, provided a brief account of the accident, noting that the single-vehicle incident did not involve parked service vehicles as had been rumored on social media. He acknowledged that service vehicle parking on the island's residential roads is a longstanding and unresolved safety issue requiring a collaborative response involving both the City and individual homeowners' associations, and that his staff were developing potential code amendments to address the concern.

Councilmember Johnson reported on his attendance at the Florida Municipal Insurance Trust (FMIT) Board of Trustees meeting in Orlando, noting a clean audit opinion and favorable reinsurance terms that provide increased coverage for major storm events.

Mayor Miller congratulated Sanibel School Music Director Joey Giangreco on receiving the 2026 Golden Apple Award, and thanked the U.S. Army Corps of Engineers - Colonel Bowman, Major Bell, and Huey Gonzales - for their recent visit to Sanibel and their receptiveness to advocacy for increased freshwater releases from Lake Okeechobee to protect the island's estuary.

14. CITY MANAGER'S REPORT

City Manager Souza noted the formation of a health insurance committee comprised of employee representatives from each department, intended to educate staff on healthcare costs, loss ratios, and wellness initiatives as a means of managing the City's insurance expenditures over time.

15. CITY ATTORNEY'S REPORT

No further report.

16. PUBLIC COMMENT

No further public comments from the audience.

17. ADJOURNMENT

There being no further business, the meeting adjourned at 6:41 p.m.

City of Sanibel

800 Dunlop Road
Sanibel, FL 33957

Meeting Minutes - Draft
City Council

Tuesday, April 21, 2026 | **9:00 AM** | **MacKenzie Hall - 800 Dunlop Road**

Organizational Meeting

1. CALL TO ORDER BY JOHN AGNEW, CITY ATTORNEY

Attorney Agnew called the meeting to order at 9:00 a.m. Mr. Agnew noted that he was opening the meeting in his capacity as City Attorney because this was the annual organizational meeting for the election of Mayor and Vice Mayor.

2. INVOCATION AND PLEDGE OF ALLEGIANCE (Councilmember Smith)

Councilmember Smith gave the Invocation and led the Pledge of Allegiance.

3. ROLL CALL

Present: 5 - Mayor Mike Miller, Councilmember Holly Smith, Councilmember Laura DeBruce, Vice Mayor John Henshaw, and Councilmember Richard Johnson

4. ELECTION OF MAYOR AND OATH OF OFFICE

Councilmember Henshaw nominated Mike Miller. There were no further nominations. Mr. Miller accepted the nomination.

Councilmember Henshaw moved, no second needed, to elect Councilmember Miller as Mayor. The motion carried by unanimous vote.

5. ELECTION OF VICE MAYOR AND OATH OF OFFICE

Mayor Miller opened nominations. Councilmember Smith nominated Councilmember DeBruce. Ms. DeBruce accepted the nomination. Councilmember Johnson nominated Councilmember Henshaw. Mr. Henshaw accepted the nomination and advised that he would be on the council for another year, planning to resign in coordination with the 2027 election. Following traditional practices, roll call votes were taken in order of nomination.

Roll call vote for Laura DeBruce as Vice Mayor.

Councilmember Smith moved, no second necessary, to elect Councilmember DeBruce as Vice Mayor. The motion failed by a vote of 2-3, with Council Members Miller, Johnson and Henshaw opposed.

Opposed: 3 - Mayor Mike Miller, Vice Mayor John Henshaw, and Councilmember Richard Johnson

Roll call vote for John Henshaw as Vice Mayor.

Councilmember Johnson moved, no second needed, to elect Councilmember Henshaw as Vice Mayor. The motion carried by a unanimous vote.

RECESS FOR PHOTO OF COUNCIL

The meeting recessed at 9:15 a.m. and reconvened at 9:25 a.m.

6. SET THE AGENDA

Mayor Miller spoke to the time certain item. Councilmember Smith requested to continue item 14d Council Liaison list to May 5 and move 15a up in the agenda before item 13 Council Comments.

Councilmember Smith moved, seconded by Vice Mayor Henshaw, to continue item 14d Council Liaison List to May 5 and move 15a up in the agenda before item 13 Council Comments. The motion carried by unanimous vote.

7. PLANNING COMMISSION REPORT (Chair Nichols)

Since the last report the Planning Commission twice, March 24th and April 14th.

At the March 24th meeting:

1. Vegetation Buffer Standards - motion to forward to Council a recommendation of approval of updates to the Commercial and Institutional buffer standards with amendments to correct various technical references, typographical errors, and scrivener's errors as discussed, passed by unanimous vote.
2. Accessory Structures in Front Yards - motion to forward to Council a recommendation of approval with amendments to change references from buildings to structures throughout both sections, add little free libraries as permitted accessory structures with specified dimensional limits, and make other technical formatting corrections as discussed, passed by unanimous vote.
3. Below Market Rate Housing/Flat Roof Provision - motion to forward to Council a recommendation of approval with the change to delete the proposed "below market rate housing development" exception, keeping only the flat roof provision changes, passed by 6-0 vote, with Vice Chair Steiner recused due to bias based on being a CHR Board Member.
4. Elevation of Non-Conforming Structures - motion to forward to Council a recommendation of approval with language changes in Section 126-172A3 as proposed by Attorney Agnew to clarify the elevation exception provisions, passed by unanimous vote.
5. Coastal Creek Plat Revision - motion to approve Application SPLT-2022-000074 with all previous conditions remaining in effect passed by unanimous vote.

Additional Discussion Highlights
- On going interest in Round-about referendum timing

- E-Bike regulation and potential registration system
- Commissioners introduced to Ashlee Painter, Chief Resiliency Officer

At the April 14th Meeting:

1. The Commission reviewed and unanimously approved a conditional use permit for Santiva Islanders, a nonprofit senior center, to operate in Unit 11 at Palm Ridge Plaza. Approval included the 8 conditions recommended by Staff as amended by Commission.

The April 28th meeting has been cancelled, the next Commission meeting will be Tuesday, May 12, 2026.

8. PUBLIC COMMENTS FOR NON-AGENDA ITEMS

Councilmember DeBruce congratulated Vice Mayor Henshaw upon his election, thanked Mayor Miller for his guidance as Mayor, and thanked Councilmember Smith for all she does to represent the City.

Councilmember Johnson echoed the comments congratulating Mayor and Vice Mayor and thanked Councilmember Smith for her continued service.

Councilmember Smith further concurred with the congratulations and spoke to allowing the other members leadership opportunities.

Vice Mayor Henshaw thanked everyone for the opportunity to serve as Vice Mayor, encouraging people to run for council in the March 2027 election.

Mayor Miller congratulated Vice Mayor upon his election and spoke to the Trailways Camps for Special Needs Adults, advising the 4-day camp would be hosted on Sanibel for the first time.

9. PRESENTATION(S)

a. Recognition of the Employee of the 2nd Quarter, Fiscal Year 2026 - Linda Garcia, Senior Administrative Assistant (Sanibel Police Department)

Human Resources Director Crystal Mansell introduced the Employee of the Quarter recognition program, which has been in place since 2000. Honorable mention nominations were also acknowledged for Dakota Phillips of Public Works and Lieutenant Grace Towler of the Sanibel Police Department.

Mayor Miller presented the award to Records Clerk Linda Garcia of the Police Department, who was hired in 2022 and has received two promotions since then. Her peers noted she is always the first to volunteer and last to leave, consistently goes above and beyond for both coworkers and residents, and performed with particular

distinction during the post-Hurricane Ian hurricane pass effort. Police Chief William Dalton echoed the recognition and thanked Ms. Garcia publicly for her work.

10. 9:30 AM PUBLIC HEARING

a. Appeal of Planning Commission's Decision of Resolution 26-10

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, [UPHOLDING/REVERSING/MODIFYING/REMANDING] THE PLANNING COMMISSION'S DECISION DETAILED IN SANIBEL PLANNING COMMISSION RESOLUTION 26-10, REGARDING PERMIT SUBDIVISION PLAT APPLICATION NO. SPLT-2022-000074 DATED MARCH 24, 2026, TO ALLOW REVISION OF AN APPROVED PRELIMINARY PLAT, TO AMEND ALLOCATED IMPERMEABLE COVERAGE FOR LOTS 1 THROUGH 6 AT A UNIFIED RESIDENTIAL HOUSING (CLUSTER HOUSING) DEVELOPMENT KNOWN AS "COASTAL CREEK" SUBDIVISION, ON PROPERTY OWNED BY BUCKINGHAM 225 DEVELOPMENT, INC. (DANIEL W. DODRILL), LOCATED AT 5325 AND 5301 SANIBEL CAPTIVA ROAD, PARCEL NOS. 13-46-21-T2-00002.4000 AND 13-46-21-T2-00002.2000, RESPECTIVELY; AND PROVIDING AN EFFECTIVE DATE

City Attorney John Agnew read into record the title of Resolution 26-016. Mayor Miller explained the quasi-judicial nature of the proceeding and that Council's review is limited to whether the Planning Commission properly interpreted and applied the Land Development Code based on the record before it; no new evidence or public testimony would be accepted.

Ex Parte Disclosures: Councilmembers Smith and DeBruce disclosed site visits; no other ex parte communications or conflicts were reported by any member.

Appellant's Argument: Attorney Ralph Brooks presented on behalf of appellant Gayle Dendinger, a property owner on Heron's Lake directly across from the former Sanibel Bayous wastewater treatment plant site. Mr. Brooks argued that PFAS ("forever chemicals") contamination has been confirmed in the water column and sediment of Heron's Lake through 2024 testing, indicating migration from the former wastewater plant site on which the Coastal Creek development is proposed. He cited LDC Sections 14-244 and 14-247, arguing that a hazardous condition exists on the property that must be assessed and remediated before development proceeds, and requested that Council modify the Planning Commission's resolution to add a condition requiring PFAS assessment and remediation prior to building permit issuance. Mr. Dendinger also addressed the Council personally, describing the impact on his neighborhood, the collaborative spirit he hoped to foster, and asking for the city's help.

A procedural question arose regarding whether the PFAS testing reports in the appellant's five-volume submission were properly part of the Planning Commission

record. The City Clerk confirmed that stacks of documents were submitted at the end of the Planning Commission hearing and were ultimately included in the record volumes. Council agreed to proceed.

Staff Presentation: Planning Director Paula McMichael presented the staff report, explaining that the sole request before the Planning Commission was to amend the maximum allocated impermeable area per lot in the preliminary plat table. The overall impermeable coverage maximums permitted by the LDC for the site's two ecological zones (G-altered lands and D2 upland wetlands) had not changed; rather, the table on the plat had not been updated to reflect those already-approved maximums. The correction increased per-lot figures from approximately 2,955 sq. ft. to up to 4,999 sq. ft., consistent with what was already lawfully permitted. All 24 conditions of the prior approval remained in effect. Director McMichael confirmed the city has no PFAS standards, that FDEP was previously consulted and did not recommend PFAS testing, and that no PFAS data exists for the site itself. She further confirmed all approved site work-roadways, drainage, utilities, and landscape buffers-has been completed.

Appellee's Argument: Attorney Terry Kramer and engineer Bryan Smith of Ensite presented on behalf of developer Daniel Dodrill/Buckingham 225 Development. Mr. Smith clarified that no new impervious coverage was being requested beyond what had always been allowed under the LDC. The error was confined to the plat's tabular data not having been updated to match the site plan, which correctly reflected the permitted maximums from the outset. The stormwater management system was designed to accommodate the maximum permitted coverage and in fact provides 3.6 times the required treatment capacity. Mr. Dodrill confirmed that contaminated soil had been excavated and removed off-site with photographic documentation provided to City staff.

Rebuttal and Council Discussion: Mr. Brooks reiterated the request for an additional condition requiring pre-permit PFAS assessment. Vice Mayor Henshaw acknowledged the PFAS issue as a legitimate concern but noted the absence of regulatory standards for PFAS in soil, the scientific uncertainty around specific compounds, and that the Planning Commission appeared not to have engaged substantively with the PFAS issue. He expressed support for upholding the Planning Commission and directing staff to study PFAS more broadly island-wide. Councilmember Smith observed that the developer does not own or border Heron's Lake and that the development meets all LDC requirements. Councilmember DeBruce disagreed with the majority, expressing concern that the coverage increase was substantive, that the site's unique history as a wastewater treatment plant warranted more scrutiny, and that PFAS testing should have been a condition. Councilmember Johnson noted the request was consistent with the LDC and supported upholding the Commission’s decision.

Councilmember Johnson moved, seconded by Vice Mayor Henshaw, to adopt Resolution 26-016 upholding the Planning Commission's decision, finding that the Planning Commission properly interpreted and applied the provisions of the Land Development Code. The motion carried by a vote of 4-1 with Councilmember DeBruce opposed.

Opposed: 1 - Councilmember Laura DeBruce

Following the vote, Vice Mayor Henshaw inquired if the Natural Resources Department and Planning Staff should be directed to research the current state of knowledge and applicable standards regarding PFAS (specifically PFOA and PFOS), identifying who is taking the lead at state and federal levels, and report back to Council to increase awareness and inform future policy decisions island-wide.

Public Comment:
- Marsha Ellis - Lee County Resident - spoke to information she previously provided to the City relative to PFAS

Vice Mayor Henshaw moved, seconded by Councilmember DeBruce, to direct the Natural Resources Department to research and report to Council on PFAS-related issues, applicable standards, and ongoing regulatory developments. The motion carried.

11. DISCUSSIONS OF DRAFT LEGISLATION

a. Vegetation - Chapter 122

DISCUSSION ONLY - DRAFT ORDINANCE 26-006 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, 122, VEGETATION, ARTICLE II, LANDSCAPING, DIVISION 2, COMMERCIAL AND INSTITUTIONAL USES, SECTION 122-49, TYPES, VARIETIES AND NUMBERS OF PLANTS REQUIRED, SECTION 122-50, INSTALLATION STANDARDS, AND SECTION 122-51, MAINTENANCE STANDARDS, TO REVISE THE VEGETATION BUFFER STANDARDS FOR COMMERCIAL AND INSTITUTIONAL USES, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Environmental Biologist Dana Dettmar presented proposed revisions to the commercial and institutional vegetation buffer standards. The changes were developed by a working group including Natural Resources, Planning, SCCF, and landscape architect Coastal Vista Design, and were prompted by ongoing challenges experienced during post-Hurricane Ian recovery.

Key proposed changes included: (1) reducing the required large and medium tree quantity from 1 per 75 sq. ft. to 1 per 200 sq. ft. in front buffers, allowing for a 2-3 year grow-in period rather than requiring immediate screening; (2) differentiating buffer requirements based on the adjacent land use (commercial, residential, or conservation), with the least intensive requirements next to conservation land; (3) creating a credit system for existing mature trees based on diameter at breast height

(DBH); (4) providing alternative planting requirements in areas with overhead power lines or underground utility easements; (5) reducing species diversity requirements in buffer areas that overlap with stormwater management areas; (6) codifying a phased installation timeline of up to 48 months; and (7) creating extended post-natural disaster compliance timelines mirroring existing build-back standards.

Council was broadly supportive. Councilmember Smith raised concerns about sight line impacts on commercial properties and the effect on projects already in progress, which staff and City Manager Souza addressed. City Attorney Agnew recommended a minor drafting addition to Subsection F to clarify that the provision applies when buffer depth cannot be increased due to site constraints. Mr. Agnew stated the verbiage as: on page 3, subsection F, between the words "if" and "the" at the beginning, add ", because of site constraints,".

Councilmember Smith moved, seconded by Councilmember DeBruce, to forward Ordinance 26-006, including the amended language as stated by Attorney Agnew, to first reading. The motion carried.

15. NEW BUSINESS

a. Consideration of adding “miniature golf” to the Land Development Code as an allowable conditional use

City Manager Souza introduced this item, clarifying that the discussion concerned amending the LDC to add miniature golf as a conditional use-not approval of any specific project. The owners of the Island Cow restaurant, Bryan and Elke Podlasek, and their attorney Raychel Thomas of Pavese Law Firm, presented conceptual drawings for a potential rebuild of the Island Cow incorporating a botanically-themed, professional putting experience as a recreational outdoor amenity. Following Hurricane Ian and a subsequent fire, the owners pivoted from a previously approved restaurant-and-residential plan to this new concept. Because miniature golf does not fall under any existing permitted or conditional use in the LDC, a code amendment is required.

Council discussed the appropriate terminology, with Councilmember Johnson suggesting "outdoor recreational amenity" as a broader and more appropriate designation than "miniature golf" to avoid unintended associations. Councilmember DeBruce and Councilmember Smith both preferred clarity and specificity, favoring the term "miniature golf" to ensure that future applicants have clear guidance. The City Manager suggested that the Council make two separate motions: one directing the Planning Commission to add miniature golf as a conditional use, and a second directing the Parks and Recreation Advisory Committee to explore broader outdoor recreational amenity opportunities.

Councilmember Smith moved, seconded by Councilmember DeBruce, to direct the Planning Commission to amend the Land Development Code to create a conditional use for miniature golf as a recreational amenity. The motion carried.

Councilmember Johnson moved, seconded by Councilmember Smith, to direct the City Manager to engage the Parks and Recreation Advisory Committee to identify other opportunities for outdoor recreational amenities and to develop language distinguishing amenities from attractions. The motion carried.

11. DISCUSSIONS OF DRAFT LEGISLATION

b. Remove Obsolete Prohibition of Flat Roofs for Multifamily Buildings (PC Res 26-07)

DISCUSSION ONLY - DRAFT ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 86, DEVELOPMENT STANDARDS, ARTICLE III, RESIDENTIAL, DIVISION 3, UNIFIED RESIDENTIAL HOUSING (CLUSTER HOUSING) AND MULTIFAMILY HOUSING, SUBDIVISION III, MULTIFAMILY HOUSING, SECTION 86-164, LIMITATIONS ON PRINCIPAL BUILDINGS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Planning Director McMichael presented this item, explaining that the LDC subcommittee and Planning Commission had unanimously recommended removing a prohibition on flat roofs for multifamily buildings that conflicted with a code change made in 2024 permitting flat roofs generally. The limitation on no more than two dwelling units vertically in a multifamily building outside the resort housing district was retained.

Councilmember Smith moved, seconded by Councilmember DeBruce, to advance Draft Ordinance 26-008 to first reading as written. The motion carried.

c. Speed Limits

DISCUSSION ONLY - DRAFT ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 66, TRAFFIC, ARTICLE III, SPEED LIMITS, DIVISION 1, GENERALLY, SECTION 66-121, THIRTY-FIVE MILE PER HOUR SPEED LIMIT, AND DELETING SECTION 66-122, BRIDGE AT BUELL CREEK; SPEED LIMIT; TO ALLOW CITY COUNCIL TO ESTABLISH SPEED LIMITS WITHIN THE CITY VIA RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

City Manager Dana Souza presented a draft ordinance that would set a maximum speed limit of 35 mph island-wide and allow Council to establish all other speed limits by resolution rather than ordinance. Council expressed concern that changing speed limits by resolution-rather than ordinance-would reduce the opportunity for public input on matters that have generated significant community interest. There was consensus that all speed limit changes should require an ordinance, which allows for public hearings, first and second readings, and broader notification. The item was effectively tabled, with direction to staff to return at the May 5 meeting with a comprehensive draft ordinance codifying all island speed limits and incorporating the

speed limit changes previously discussed, including those for Periwinkle Way.

Public Comment:
- Lyman Welch - Sanibel Resident - recommended using ordinance process to ensure public participation, include the reduction of speed on East Periwinkle from the bridge to the lighthouse due to bridge height changes, leave the rest of Periwinkle and SanCap Road at 35mph, and to gather more resident input on Rabbit Road speed limit.
- Richard Birney - Sanibel Resident - support reduction near the bridge, not for the rest of East Periwinkle

12. FIRST READING OF AN ORDINANCE AND SCHEDULING OF PUBLIC HEARING

a. Vegetation - Chapter 122

ORDINANCE 26-006 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, 122, VEGETATION, ARTICLE II, LANDSCAPING, DIVISION 2, COMMERCIAL AND INSTITUTIONAL USES, SECTION 122-49, TYPES, VARIETIES AND NUMBERS OF PLANTS REQUIRED, SECTION 122-50, INSTALLATION STANDARDS, AND SECTION 122-51, MAINTENANCE STANDARDS, TO REVISE THE VEGETATION BUFFER STANDARDS FOR COMMERCIAL AND INSTITUTIONAL USES, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-006.

Second reading and public hearing scheduled for 9:05 a.m., Tuesday, May 5, 2026.

b. Remove Obsolete Prohibition of Flat Roofs for Multifamily Buildings (PC Res 26-07)

FIRST READING - ORDINANCE 26-008 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES SUBPART B LAND DEVELOPMENT CODE, CHAPTER 86, DEVELOPMENT STANDARDS, ARTICLE III, RESIDENTIAL, DIVISION 3, UNIFIED RESIDENTIAL HOUSING (CLUSTER HOUSING) AND MULTIFAMILY HOUSING, SUBDIVISION III, MULTIFAMILY HOUSING, SECTION 86-164, LIMITATIONS ON PRINCIPAL BUILDINGS, FOR THE PURPOSE OF UPDATING THE LAND DEVELOPMENT CODE REGULATIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-008.

Second reading and public hearing scheduled for 9:05 a.m., Tuesday, May 5, 2026.

c. Gasoline-Powered Leaf Blowers

ORDINANCE 26-010 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, BY DELETING IN ITS ENTIRETY CHAPTER 30, ENVIRONMENT, ARTICLE III, NOISE, SECTION 30-70, GAS POWERED LEAF BLOWERS, TO COMPLY WITH CHAPTER 2026-3, LAWS OF FLORIDA; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

Attorney Agnew read into record the title of Ordinance 26-010.

Second reading and public hearing scheduled for 9:05 a.m., Tuesday, May 5, 2026.

d. Speed Limits

ORDINANCE 26-011 OF THE CITY COUNCIL OF THE CITY OF SANIBEL, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 66, TRAFFIC, ARTICLE III, SPEED LIMITS, DIVISION 1, GENERALLY, SECTION 66-121, THIRTY-FIVE MILE PER HOUR SPEED LIMIT, AND DELETING SECTION 66-122, BRIDGE AT BUELL CREEK; SPEED LIMIT; TO ALLOW CITY COUNCIL TO ESTABLISH SPEED LIMITS WITHIN THE CITY VIA RESOLUTION; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERANCE; AND PROVIDING AN EFFECTIVE DATE

This ordinance was not advanced, consistent with the Council's direction to bring back a comprehensive speed limit ordinance at the May 5 meeting.

13. COUNCIL COMMENTS

Councilmember Smith congratulated Mayor and Vice Mayor upon their elections, congratulated Mayor Miller upon being awarded the Home Rule Hero Award by the Florida League of Cities, highlighted the League's trustee appointments including her own seat on the Loan Council, and reported on the governor's recent announcement of $2 billion in Everglades Restoration funding and a projected five-year acceleration of the EAA completion to 2029. She also noted the upcoming retirement of Lee County VCB Director Tam Pigott and the appointment of Pamela Johnson as her successor.

Vice Mayor Henshaw commented on bicycle safety following a recent fatality in the Sanctuary subdivision, advocating for helmets and proper lighting. He also expressed personal disappointment with recent political protests on Periwinkle Way, stating his belief that the island should remain a sanctuary free of such confrontation.

Councilmember DeBruce spoke to SanCap Bank celebrating 25 years, success of the Seahorse School Fundraiser, Vice Mayor Henshaw's participation in the dunk tank, responded to Vice Mayor's comments by affirming the constitutional right to peaceable assembly and free speech, and noted that safety concerns are a separate

matter.

Councilmember Johnson congratulated Vice Mayor upon stepping up to provide leadership to the Council, advised the effectiveness of the "Slow Down Sanibel Campaign", noting a diminished report of illegal passing on Sanibel particularly around Sanibel Captiva Road, and congratulated Mayor Miller for his appointment to the Florida Municipal Pension Trust Board.

Mayor Miller spoke in detail about Trailways Camp and its significance to the community.

Councilmember Smith left the meeting at 2:05 p.m.

The meeting recessed at 2:05 p.m. and reconvened at 2:18 p.m.

14. OLD BUSINESS

a. 2025 On-island Water Quality Program Update

Environmental Biologist Dana Dettmar introduced Mark Thompson of the SCCF Marine Laboratory, who presented the 2025 annual monitoring report covering 42 lake sites, 11 canal sites, and 6 permanent groundwater monitoring installations.

Key findings included: average lake salinity remains in the estuarine range at approximately 9.3 PSU, still well above the freshwater threshold of 0-3 PSU, though trending downward following Hurricanes Helene and Milton. The 2025 water quality report card showed improvement over 2024, with 14% of monitored lakes receiving a "B" grade and fewer "D" or "F" grades overall. Canal water quality reflects the impaired estuary and remains above nitrogen thresholds. Groundwater salinity is high island-wide and is sitting below mean sea level for significant portions of the dry season, raising concerns about saltwater intrusion. At the time of the report, the Western Sanibel Slough was already at a lower elevation than its lowest point recorded in all of 2025, and had not yet reached the typically driest point in May.

Mr. Thompson noted that a collaborative study with the University of Florida and the USFWS Refuge is using the monitoring well network to study Sanibel Island rice rat habitat and behavior. Mr. Thompson recommended that the City consider maintaining a permanent transect of groundwater monitoring wells to track long-term salinity and saltwater intrusion trends. City Manager Souza noted the tension between holding back water to maintain the freshwater lens versus responding to resident complaints about swale flooding, and confirmed that staff would be developing a public communications campaign ahead of the approaching rainy season.

b. Annual Shared Use Path (SUP) Count Report

Recreation Director Andrea Miller presented the 2026 Shared Use Path Survey results, conducted by volunteers from the Sanibel Bike Club and the Parks and Recreation Advisory Committee. Counts were taken at six intersections in mid-March 2026. All categories showed increases over 2025, with pedestrian counts up 52%, traditional bikes up 33%, e-bikes up 45%, and bikes on the road up 40%. The percentage of e-bikes relative to total bicycle traffic increased only 1 percentage point (from 15% to 16%). The data will inform the upcoming Bicycle Friendly Community re-application due in mid-June. City Manager Souza noted that helmet use declined despite increased ridership, and confirmed that a public safety campaign promoting helmet use would be integrated into the May bike safety month event.

c. Discussion of reducing speed limits on Periwinkle Way, Rabbit Road, and a segment of Sanibel-Captiva Rd. between Rabbit Road and the western limit of the Sanibel School Speed Zone

Given Council's earlier decision to proceed with a comprehensive speed limit ordinance rather than resolutions, City Manager Souza focused this discussion on the two specific roadway segments that had not been addressed: Rabbit Road and the segment of Sanibel-Captiva Road (SanCap Road) between Rabbit Road and the school speed zone.

Conservation Officer Rachel Rainbolt presented wildlife mortality data. On Rabbit Road, collisions occur primarily near intersections and involve a mix of reptiles (including gopher tortoises and box turtles) with few strictly protected species concentrated along the corridor itself. On the segment of SanCap Road between Rabbit Road and the school zone, mortality is higher and includes bobcats-the only documented bobcat mortality on the island. The 85th percentile speed on SanCap in this segment is approximately 42-43 mph against a posted 35 mph limit, and on Rabbit Road it is approximately 34 mph against a posted 30 mph limit.

Captain Patrick Harris of the Sanibel Police Department described the Slow Down Sanibel enforcement program, including directed patrols, radar stat-tracker deployments, and increased citations and warnings. He noted the school radar sign on SanCap has been effective. Council also noted significant written public opposition to speed reductions on SanCap Road and Rabbit Road.

Following discussion, Council reached a general consensus that Rabbit Road should remain at 30 mph. Regarding the SanCap segment, Vice Mayor Henshaw supported a reduction beginning at San Carlos Bay Drive (the intersection preceding Rabbit Road) to address the high mortality area and reduce approach speeds; Councilmember DeBruce expressed openness to that proposal; Councilmember Johnson stated he was not inclined to reduce the SanCap speed limit. No formal action was taken; the topic will be included in the comprehensive speed limit ordinance to be presented at the May 5 meeting.

d. Council Liaison Discussion and Appointments

This item was deferred to the May meeting per the agenda modification approved at the start of the meeting.

16. CONSENT AGENDA

CONSENT ITEMS PULLED FOR DISCUSSION

Councilmember DeBruce requested to pull 16.a.

a. Adoption of Minutes

Councilmember DeBruce requested that the March 17, 2026 minutes be pulled for revision and approval at the next meeting due to comments she submitted that morning.

BUSINESS ITEMS

a. Adoption of Minutes

b. Annual Independence Day Parade Special Event Application and request for City co-sponsorship

c. Approval of an agreement between Zambelli Fireworks Manufacturing Company and the City of Sanibel for the Independence Day fireworks display in the amount of $33,000 and authorize the City Manager to execute same

d. Fishing Pier Temporary Repairs Pending Full Replacement

Adoption of the March 3, 2026 minutes, and approval of business items b, c, and d.

Councilmember Johnson moved, seconded by Vice Mayor Henshaw, to adopt the Minutes of March 3, 2026, and approve business items b, c, and d. The motion carried by a vote of 4-0, with Councilmember Smith absent.

Absent: 1 - Councilmember Holly Smith

17. INFORMATIONAL ITEMS

a. Tradewinds Update

b. Water Quality Report from Natural Resources Department

c. Advisory Committee Annual Reports

i. Historical Preservation Committee
ii. Parks & Recreation Advisory Committee
iii. Vegetation Committee

No items were pulled for additional discussion.

18. GENERAL COUNCIL DISCUSSION

a. Future Agenda Items Matrix

Mayor Miller noted that the e-bike registration program item should be added to the Future Items Matrix. City Manager Souza confirmed this item is planned for a June presentation and acknowledged it will present implementation challenges but that a workable program can be developed.

19. CITY MANAGER'S REPORT

City Manager Souza reported that the Lee County Board of County Commissioners approved the peer agreement for $2.1 million in TDC funds, which the City Council had previously approved. A budget amendment will be brought forward at the May 5 meeting to fund the design portion, which was not included in the county's grant. Souza also reported on ongoing complaints from residents in the Sanctuary, Dunes, and Beachview neighborhoods regarding service and landscape vehicles parking in roadways, which may be in technical violation of Section 66-34. He proposed that staff initiate community meetings with the relevant HOAs to candidly discuss the tradeoffs-ranging from enforcement of the parking ordinance, to potential shared use path or sidewalk construction, to possible ordinance amendments-and return to Council with community feedback and recommended solutions.

20. CITY ATTORNEY'S REPORT

No further report at this time.

21. PUBLIC COMMENT

There were no public comments from the audience.

22. ADJOURNMENT

There being no further business, the meeting adjourned at 3:49 p.m.

AGENDA MEMORANDUM ***City Clerk***

City Council Meeting Date: June 2, 2026

To: City Council

From: Scotty Lynn Kelly, FCPC, MMC
City Clerk

Date: May 14, 2026

SUBJECT: Approval of the City Council Liaison List

BACKGROUND:

At the May 5 Council meeting, the City Council reviewed and updated the liaison assignments customarily designated to Council members. Pursuant to the direction of City Manager Souza, the updated liaison list is being presented for Council approval to confirm that it accurately reflects the appointments made by the Council.

RECOMMENDED ACTION:

Approve the updated City Council Liaison List as presented.

City of Sanibel Boards, Committees and Commissions	2026 Representative
Planning Commission *meets 9 a.m. on the 2nd and 4th Tuesday of each month	Liaison – Mayor Miller Alt. – Councilmember DeBruce
Organizations City Provides Annual Funding	**2026 Representative**
BIG ARTS	Liaison – Vice Mayor Henshaw
Community Housing and Resources Board (CHR) and Coast & Inland Community Land Trust (CHR)	Liaison – Councilmember Johnson Alt. – Councilmember DeBruce
Historical Museum and Village Inc.	Liaison – Vice Mayor Henshaw Alt. – Councilmember Smith
Island Wide Boards and Committees	**2026 Representative**
Sanibel Captiva Chamber of Commerce – Intergovernmental Affairs Committee	Liaison – Mayor Miller Alt. – Vice Mayor Henshaw
Regional	**2026 Representative**
Coastal Heartland National Estuary Partnership (CHNEP) Policy Committee	Liaison – Mayor Miller
Horizon Council *Continuous Appointment	Liaison – Councilmember Smith
Lee County Coalition of Mayors	Liaison – Mayor Miller
Lee County Causeway - Emergency Passage and Disaster Planning; Lee County Causeway – Tolls	Liaison – Mayor Miller
Sanibel School PTA/PTO; Sanibel School Fund	Liaison – Councilmember DeBruce Alt. – Vice Mayor Henshaw
Lee County School District *Separated from Sanibel School PTA/PTO; School Fund 7/16/23	Liaison – Councilmember Smith Alt. – Councilmember DeBruce
Metropolitan Planning Organization (MPO) and Metropolitan Planning Organization Executive Committee (MEC)	Liaison – Mayor Miller Alt. – Councilmember Johnson
Tourist Development Council (TDC) *Continuous Appointment	Liaison – Councilmember Smith
Lee County Recovery Task Force	**2026 Representative**
Lee County Recovery Task Force – Resilient Lee Representative selected by Lee County	Councilmember Smith *To revisit if Task Force reconvenes

National, State & Local Leagues and Conferences	2026 Representative
United States Conference of Mayors	Mayor Miller
National League of Cities Voting Delegate	Councilmember Smith
Florida League of Cities (FLC) Voting Delegate *Voting member for Legislative Conference in August	Councilmember Smith
FLC At-Large Member Legislative Committee *Appointed by the League President	Councilmember Smith
FLC Legislative Policy Committee: Utilities, Natural Resources & Public Works Committee ***Appointments Announced in July/August (2025 Johnson)**	
FLC Legislative Policy Committee: Development, Code Compliance, and Redevelopment Committee ***Appointments Announced in July/August (2025 DeBruce)**	
FLC Legislative Policy Committee: Municipal Operations Committee ***Appointments Announced in July/August (2025 Staff)**	
FLC Legislative Policy Committee: Finance and Taxation Committee ***Appointments Announced in July/August (2025 Miller)**	
FLC Legislative Policy Committee: Intergovernmental Relations, Mobility and Emergency Management Committee ***Appointments Announced in July/August (2025 Henshaw)**	
National, State & Local Leagues and Conferences	**2026 Representative**
FLC Mayor's Round Table	Mayor Miller
Florida League of Cities Federal Strike Team (FAST) *Appointed by the League President	Councilmember Smith
Florida Municipal Loan Council (FMLC) *Appointed by the League President *Continuous Appointment	Councilmember Smith
Florida Municipal Pension Trust Fund (FMPTF) Board of Directors (3-year terms) (2 term limit)	Mayor Miller (1st year, 1st term)
Florida Municipal Insurance Trust (FMIT) Board of Directors (3-year terms) (2 term limit)	Councilmember Johnson (1st year, 2nd term)
Southwest Florida League of Cities (SWFLC) *Succession in leadership role	Councilmember Smith

AGENDA MEMORANDUM
Public Works Department

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Scott Krawczuk, Deputy Public Works Director

Date: 5/21/2026

SUBJECT: 2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming)

BACKGROUND: The Sanibel River is the backbone of the island's drainage conveyance system. In order to maintain proper flow during periods of high water, the City established an annual maintenance program for the River. The maintenance involves vegetation trimming and removal, with the FY2026 scope involving vegetative debris, treefall and cattail removal in the section between Tarpon Bay Road and Beach Road. This project not only improves flow in the river, but also enhances the river for wildlife, particularly birds. Plans and specifications were prepared by the City including environmentally friendly techniques that will enhance, not impact, the unique ecology of the trimming area.

An Advertisement for bids was placed in the April 20,2026 edition of the Fort Myers News-Press and with the City's online bid solicitation service, DemandStar. Bid opening was conducted by City Staff on May 21, 2026 at 2:30 PM in the presence of Brett Schira, Procurement Manager, and Scott Krawczuk, Deputy Public Works Director. There were four bids submitted with the low bid submitted by Seahawk Florida Investments, LLC dba Tree West with a total of $86,500 as shown in the attached Bid Tabulation.

FUNDING SOURCE: Since the Sanibel River is an important part of the City's overall stormwater system and due to issues caused from recent hurricanes the funding for this year's project will come from the FDEP Stormwater Grant HA017. The FY2026 Project Funding Summary (rounded) and the FDEP Stormwater Grant Summary (rounded) tables are shown below.

FY26 Post Hurricane Ian Stormwater System Damage Repairs Project Summary	
FY2026 Adopted Budget – Stormwater (Appropriated FDEP Grant)	**$6,300,000**
Beach Road Weir Rehabilitation	($278,990)
2026 Sanibel River Clearing Project (East Basin)	($86,500)
FY2026 Budget Balance	**$5,934,510**

FDEP Stormwater Grant Summary	
FDEP Grant Funding (Total)	**$10,000,000**
Expenses or Anticipated Expenses to Date	
Stormwater Master Plan (Actual)	(230,000)
Construction – Post Ian Stormwater Repair Projects (EZ Contracting LLC)	(2,629,417)
Construction Admin.– Post Ian Stormwater Repair Projects (Johnson)	(180,350)
Beach Road Weir Rehab – Actual	(278,990)
General Bridge & Box Culvert Repairs – Actual	(242,730)
Emergency Stormwater Repairs- Actual	(301,228)
2025 River Clearing (West Basin) - Actual	(94,500)
Periwinkle Drainage - Actual	(236,845)
2026 River Clearing (East Basin) - Actual	(86,500)
FDEP Grant Funding (Balance)	**$5,719,440**
Clam Bayou Box Culvert Design - Estimate	(915,000)
Clam Bayou Box Culvert Construction - Estimate	(4,000,000)
FDEP Grant Funding (Estimated Balance)	**$ 804,440**

RECOMMENDED ACTION: Motion to approve a contract with Seahawk Florida Investments, LLC dba Tree West in the amount of $86,500 for the 2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming) project and authorize the City Manager to execute the contract.

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Seahawk Florida Investments, LLC dba Tree West a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for "2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming)" dated April 20, 2026, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda 1 & 2
   C. CONTRACTOR'S Proposal in response to ITB-PW-6-2026/BS
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming), as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and will complete the same within One Hundred and Twenty (120) calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$86,500.00** said amount being the total "**unit price sum"** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: Seahawk Florida Investments, LLC dba Tree West

By_____

Name_____

Title _____

Email _____

Approved as to form

_____
City Attorney

THE CITY OF SANIBEL
2026 SANIBEL RIVER CLEARING PROJECT
(DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMING)
Bid Tabulation
May 21, 2026 @ 2:30 PM

Item No.	Quantity	Unit	Description	Seahawk Florida Ivestments LLC dba Tree West		Rapid Response Disaster Services LLC	
1	1	LS	Trim / Clear Section 1 from weir at Beach Road to Periwinkle Trailer Park Road.	$ 8,000.00	$ 8,000.00	$ 16,575.41	$ 16,575.41
2	1	LS	Trim/clear Section 2 from Periwinkle Trailer Park Road to Donax Street.	$ 8,000.00	$ 8,000.00	$ 16,575.41	$ 16,575.41
3	1	LS	Trim/clear Section 3 from Donax Street to Casa Ybel Road.	$ 16,500.00	$ 16,500.00	$ 16,575.41	$ 16,575.41
3a	1	LS	Trim/clear Section 3a from southern half of Beachview Golf Course to intersection with Section 3.	$ 18,000.00	$ 18,000.00	$ 16,575.41	$ 16,575.41
4	1	LS	Trim/clear Section 4 from Casa Ybel Road to west end of Sanibel Highlands Subdivision (includes tributaries as indicated on aerial view plans).	$ 18,000.00	$ 18,000.00	$ 16,575.41	$ 16,575.41
5	1	LS	Trim/clear Section 5 from west end of Sanibel Highlands Subdivision to Tarpon Bay Road (includes tributaries as indicated on aerial view plans).	$ 18,000.00	$ 18,000.00	$ 16,575.41	$ 16,575.41
				TOTAL:	**$ 86,500.00**	**TOTAL:**	**$ 99,452.46**

THE CITY OF SANIBEL
2026 SANIBEL RIVER CLEARING PROJECT
(DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMING)
Bid Tabulation
May 21, 2026 @ 2:30 PM

Item No.	Quantity	Unit	Description	Earth Tech Environmental, LLC		Zulu Marine Services, Inc.	
1	1	LS	Trim / Clear Section 1 from weir at Beach Road to Periwinkle Trailer Park Road.	$ 4,579.80	$ 4,579.80	$ 10,277.00	$ 10,277.00
2	1	LS	Trim/clear Section 2 from Periwinkle Trailer Park Road to Donax Street.	$ 5,388.00	$ 5,388.00	$ 12,420.00	$ 12,420.00
3	1	LS	Trim/clear Section 3 from Donax Street to Casa Ybel Road.	$ 24,986.85	$ 24,986.85	$ 49,176.00	$ 49,176.00
3a	1	LS	Trim/clear Section 3a from southern half of Beachview Golf Course to intersection with Section 3.	$ 49,390.00	$ 49,390.00	$ 96,328.00	$ 96,328.00
4	1	LS	Trim/clear Section 4 from Casa Ybel Road to west end of Sanibel Highlands Subdivision (includes tributaries as indicated on aerial view plans).	$ 30,909.16	$ 30,909.16	$ 46,538.00	$ 46,538.00
5	1	LS	Trim/clear Section 5 from west end of Sanibel Highlands Subdivision to Tarpon Bay Road (includes tributaries as indicated on aerial view plans).	$ 38,165.00	$ 38,165.00	$ 48,208.00	$ 48,208.00
				TOTAL:	**$ 153,418.81**	**TOTAL:**	**$ 262,947.00**

2026 Sanibel River Clearing Project

(Drainage/Wildlife Habitat Maintenance Trimming)

ITB-PW-6-2026/BS

TREE WEST

BIDDER: TREE WEST

1101 Periwinkle Way. Suite 110.

Sanibel, FL 33957.

CITY OF SANIBEL

SPECIFICATIONS FOR

2026 Sanibel River Clearing Project
(Drainage/Wildlife Habitat Maintenance Trimming)

ITB-PW-6-2026/BS

April 20, 2026

Public Works Department
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397

BIDS DUE BY: 2:30 PM, (ET) May 21, 2026

PRE-BID CONFERENCE: NONE

NO QUESTIONS WILL BE ACCEPTED AFTER: 5:00 PM, (ET) May 11, 2026, all questions must be submitted in writing to brett.schira@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals will be received at the Office of the City Procurement Manager, City of Sanibel, Florida, at the City Hall Building, 800 Dunlop Road, Sanibel, until **2:30 P.M., on MAY 21, 2026** and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of the following:

2026 SANIBEL RIVER CLEARING PROJECT (DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMING)

This project is located on Sanibel Island. **The annual river maintenance program including vegetation trimming and removal in the designated Sanibel River sections by the removal and disposal of trees, logs, stumps, brush, tops, blockages, rubbish, and debris deposited in and adjacent to the river.**

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (l00%) of the contract price.

No bidder may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than sixty (60) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

https://www.mysanibel.com/297/City-Bids

_____
Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
April 20, 2026

PROPOSAL

CITY OF SANIBEL, FLORIDA

2026 SANIBEL RIVER CLEARING PROJECT
(DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMINIG)

May 21, 2026 @ 2:30PM

TO: CITY OF SANIBEL
Office of the City Procurement Manager
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for **2026 SANIBEL RIVER CLEARING PROJECT (DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMING)** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

Eighty six thousand five hundred Dollars ($ 86,500.00)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **ONE HUNDRED AND TWENTY (120)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. 1, 2 and Public Meeting (3) is hereby acknowledged.

Respectfully submitted,

Seahawk Florida Investments, LLC
dba Tree West
Contractor

(Individual___), (Partnership___) or (Corporation S ✓)

(SEAL)

Signed _____

Name (print) Juergen Schreyer

Title Owner

Address 1101 Periwinkle Way, Suite 110

City / State Sanibel, Florida 33957.

Telephone 239-9103256

Fax _____

Email info@treewestflorida.com

DATE:
5/20/2026

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

ALLSTAR™
FINANCIAL GROUP

Discover the Difference.

May 4, 2026

Re: Seahawk Florida Investments, LLC d/b/a Tree West

To Whom It May Concern:

We are providing this information at the request and on behalf of our client **Seahawk Florida Investments, LLC d/b/a Tree West. United Casualty and Surety Insurance Company** is the current provider of surety bonds for our client. **United Casualty and Surety Insurance Company** carries an A.M. Best **"A- VI"** rating and has a treasury listing of **$5,591,000**.

Seahawk Florida Investments, LLC d/b/a Tree West is in excellent standing with **United Casualty and Surety Insurance Company,** and the company would favorably consider requests to provide bonds of **$1,000,000 single and $2,000,000 aggregate** for them. We continue to be confident of our customer's ability to perform, and we recommend them for your favorable consideration.

This letter is not to be construed as an agreement to provide surety bonds for a particular project but is offered as an indication of our experience and confidence in this firm. Any specific requests for bonds will be underwritten on their own merits after careful review of all final contract documents and other pertinent underwriting information at the time of the request.

If there are any questions, please feel free to contact our office 904-230-1324.

Sincerely,

Alane Skaff, Allstar Surety Co. MGU / Attorney in Fact for United Casualty and Surety Insurance Company

AllstarFinancialGroup.com
232 Canal Blvd, Suite 4
Ponte Vedra Beach · FL · 32082
T 904.230.1324
F 904.230.0921

SURETY · FIDELITY · INSURANCE

City of Sanibel

ADDENDUM NO. 1
April 30, 2026

RE: 2026 Sanibel River Clearing Project (ITB-PW-6-2026/BS) Proposal due date: May 21, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: In the areas labeled "Clear Tributary" on Sheet 6 of 6 in the plans, is the contractor expected to clear the entire circled area, or only the existing open water of downed debris? As I see it, the contractor must completely clear the circled area to create an open area for flow. Can you please clarify this work?

Response No. 1: The contractor is required to clear the Sanibel River tributary marked with colored lines. Green lines for Section 4 and blue lines for Section 5. The cloud circled text "CLEAR TRIBUTARY" does not require clearing and only identifies the area as a tributary.

Question No. 2: Is the scope of work limited to clearing debris and overhanging vegetation to create a 12' to 15' wide access path through the canals? What is the City's height target for vertical trimming in these areas? And can anything outside this width be left?

Response No. 2: Please see Section 4a of the Technical Specifications, page TS-2.

Question No. 3: The contract requires mangrove trimming. Why must the contractor have a City-licensed trimmer? Can this requirement be removed? A Florida licensed trimmer should be satisfactory.

Response No. 3: Yes, this can be removed if the vendor has a valid State of Florida Licensed trimmer. If not, they will be required to obtain a City of Sanibel Business Tax Receipt (BTR) at that time prior to the start of work.

Question No. 4: Because of the past hurricane seasons, can the City add a C&D cubic yard line item for unexpected hurricane or C&D debris?

Response No .4:	The State of Florida performed extensive clearing and removal of C&D in all the river sections following the hurricanes. Removal of C&D will remain in the lump sum bid item for each river section.
Question No. 5:	Bid details say, "Natural woody and other vegetative debris shall be hauled to a designated disposal area to be disposed of". Does the City have designated disposal areas for this debris? What about other debris types encountered? Where should this be hauled?
Response No. 5:	Please see Section 10 of the Technical Specifications, page TS-5.
Question No. 6:	Can you confirm that an ecologist or environmental personnel with a relevant degree must be on site during all trimming operations?
Response No. 6:	Ecologist or Environmental Consultant is required to inspect the area to be trimmed prior to the start of any clearing work. They will identify and mark any areas of active bird nesting locations. Ecologist or Environmental Consultant will be required to be onsite during trimming/clearing only when work is adjacent to an area identified as an active bird nest location.
Question No.7:	Please confirm that chainsaws are approved for work.
Response No.7:	Yes, please see Section 8 of the Technical Specifications, page TS-5
Question No.8:	Can the "designated launching areas" identified on the plans be cleared for better operations?
Response No.8:	Yes, they can be trimmed for improved access within reason and consultation of the contractual ecologist or environmental consultant.
Question No.9:	Are these canals deep enough for motors?
Response No.9:	Please see Section 8 of the Technical Specifications, page TS-5 for equipment requirements. It will be up to the contractor to verify the types of motors that can operate within the depths of the river. The river depth will vary with rainfall received.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.

b. All other terms, conditions and specifications of ITB-PW-6-2026/BS remain the same.

c. Receipt acknowledged by:

Authorized Signature & Date Signed

Owner

Title

Juergen Schreyer.

Name of Firm

City of Sanibel

ADDENDUM NO. 2
May 4, 2026

RE: 2026 Sanibel River Clearing Project (ITB-PW-6-2026/BS) Proposal due date: May 21, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Were you satisfied with the last awardee (Tree West) of this project? Would the City use that awardee again?

Response No. 1: Yes.

Question No. 2: Please provide the amount the last awardee was awarded the contract for including any change orders, and was it for the same scope?

Response No. 2: $94,500 in FY2025

Question No. 3: Visual inspection shows that the river areas have been "cut and tossed" but not removed or disposed of. Is this from the last awardee or debris cutting by The City of Sanibel?

Response No. 3: All debris must be hauled offsite to 750 Dunlop Rd. See Technical Specification Section 10 (page TS-5).

Question No. 4: If the last awardee cut and tossed the answer to Q3, please note if this is allowed in the current scope as it drastically changes the pricing.

Response No .4: All debris must be hauled offsite to 750 Dunlop Rd. See Technical Specification Section 10 (page TS-5).

Question No. 5: Please confirm the anticipated budget for this project.

Response No. 5: $120,000

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.

b. All other terms, conditions and specifications of ITB-PW-6-2026/BS remain the same.

c. Receipt acknowledged by:

Authorized Signature & Date Signed

Owner

Title

Juergen Schreyer

Name of Firm

City of Sanibel

*** PUBLIC NOTICE ***

MEETING OF: Staff Selection Committee

DATE: May 21, 2026

LOCATION: Sanibel City Hall, Finance Office, 800 Dunlop Rd, Sanibel FL, 33957

PURPOSE: Staff meeting regarding opening of ITB for Sanibel River Clearing Project to open proposals for review.

TIME: 2:30 PM

If a person decides to appeal any decision made by the body on any matter considered at this meeting/hearing, such person may need to ensure that a verbatim record of the proceedings is made, to include the testimony and evidence upon which any such appeal is to be based.

In accordance with the Americans With Disabilities Act, persons needing a special accommodation to participate in this proceeding, to include hearing impairment, should contact the Crystal Mansell, Director of Administrative Service, no later than one day prior to the proceedings at (239) 472-3700. For additional assistance if hearing impaired, telephone the Florida Relay Service at 711.

Posted: 05/14/2026

TREE WEST

To Whom It May Concern,

Tree West respectfully submits this letter as evidence of our qualifications, experience, personnel, equipment, and operational capacity for the City of Sanibel 2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming), ITB-PW-6-2026/BS. The project requirements include furnishing satisfactory evidence of ability and experience, sufficient capital and plant, and a minimum of five (5) years of experience with similar projects.

Tree West has been actively performing river clearing, vegetation management, invasive species removal, right-of-way maintenance, tree trimming, environmental clearing, and related arboricultural services throughout Sanibel, Captiva, and surrounding Southwest Florida areas for well over ten (10) years.

Our experience includes work involving:

- River and canal vegetation clearing
- Removal of fallen trees, debris, brush, and blockages
- Wildlife habitat maintenance trimming
- Invasive species removal and vegetation management
- Municipal and right-of-way maintenance
- Environmentally sensitive vegetation management projects
- Storm cleanup and emergency response work

Tree West maintains sufficient personnel, equipment, and operational capacity ("capital and plant") necessary to successfully perform projects of this nature in accordance with the project specifications.

Our resources include specialized arbor and vegetation management equipment, chainsaws, hauling equipment, support trailers, and multiple John boats in various sizes to efficiently access and work within river systems and environmentally sensitive areas while minimizing site disturbance.

Our crews are experienced in performing river clearing, vegetation trimming, debris removal, and habitat maintenance work utilizing appropriate low-impact access methods and operational procedures suited for environmentally sensitive areas throughout Sanibel and Captiva.

Tree West also maintains the manpower and field supervision necessary to successfully complete projects within required timelines and operational requirements.

TREE WEST. Office: 1101 Periwinkle Way, STE 110. Sanibel, FL 33957
Phone (239) 910-3256 email: info@treewestflorida.com www.treewestflorida.com

TREE WEST

In addition, Tree West employs an ISA Certified Arborist® to assist with tree evaluations, vegetation management recommendations, safety considerations, and overall project oversight.

We also work closely with Church Roberts of Earth Tech Environmental regarding environmental coordination, permitting support, and environmentally sensitive project considerations when required.

Our long-standing experience working throughout Sanibel and Captiva has provided us with extensive familiarity regarding:

- Local vegetation and invasive species
- River and drainage maintenance operations
- Environmental considerations
- Barrier island access limitations
- Equipment logistics
- Wildlife habitat concerns
- Municipal operational requirements

Tree West is fully capable of furnishing all labor, equipment, materials, supervision, debris hauling, and related services necessary to successfully complete the 2026 Sanibel River Clearing Project in accordance with the contract documents and specifications.

Should you require any additional information, references, proof of equipment, or supporting documentation, please do not hesitate to contact us.

Sincerely,

Juergen Schreyer

- ISA Certified Arborist®
- FL-10001A

Owner

Tree West is licensed, insured and is covered by the appropriate workers compensation.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/16/2026

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 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 Abide Agency PO Box 60661 Fort Myers FL 33906	CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 239-790-2229 FAX (A/C, No): E-MAIL ADDRESS: office@abideagency.com
INSURED Seahawk Florida Investments LLC DBA: Tree West 7236 SWAN LAKE DR Fort Myers FL 33919	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: NORTHFIELD INS CO — 27987M INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	WH017793-3	1/24/2026	1/24/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Sanibel
800 Dunlop Road
Sanibel FL 33957

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

Carol A Grant

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Abide Agency		Seahawk Florida Investments LLC DBA:Tree West
POLICY NUMBER		7236 SWAN LAKE DR
WH017793-3		
CARRIER	NAIC CODE	Fort Myers, FL, 33919
NORTHFIELD INS CO	27987M	EFFECTIVE DATE: 1/24/2026

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

S2774-CG (3/20) - Blanket Additional Insured
CG 24 04 (05/09) - Waiver of Transfer of Rights of Recovery Against Others To Us

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/05/2025

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	CONTACT NAME: FrankCrum Certificate Department	
	PHONE: (727) 799-1229 FAX:	
	E-MAIL ADDRESS:	
FrankCrum Insurance Agency, Inc. 100 South Missouri Avenue Clearwater, FL 33756	INSURERS(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Frank Winston Crum Insurance Company	11600
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
FrankCrum L/C/F Seahawk Florida Investments LLC dba Tree West 100 South Missouri Avenue Clearwater, FL 33756	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1449408 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURENCE	$
	CLAIMS MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PROJECT LOC						PRODUCTS-COMP/OP AGG	$
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE UNIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURENCE	$
	EXCESS LIAB / CLAIMS MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202600000	01/01/2026	01/01/2027	X PER STATUE / OTHER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Effective 01/16/2017, coverage is for 100% of the employees of FrankCrum leased to Seahawk Florida Investments LLC dba Tree West (Client) for whom the client is reporting hours to FrankCrum. Coverage is not extended to statutory employees.

CERTIFICATE HOLDER

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2026

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
StateFarm

TIM COLLIER INSURANCE AGENCY, INC
1315 SE 47TH STREET
CAPE CORAL, FL 33904

CONTACT NAME: JOLENE DELETRAIN
PHONE (A/C, No, Ext): 239-541-4444 FAX (A/C, No):
E-MAIL ADDRESS: JOLENE@TIMCOLLIERAGENCY.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
SEAHAWK FLORIDA INVESTEMENTS, LLC
DBA TREE WEST
1101 PERIWINKLE WAY, SUITE 110
SANIBEL, FL 33957

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADD INSD	SUB WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	0033375-SFX-59	04/20/2026	04/20/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO			2045583-SFP-59	04/20/2026	04/20/2027	BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS			K319665-D20-59	04/20/2026	10/20/2026	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					☐ PER STATUTE ☐ OTH-ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE CERTIFICATE HOLDER IS LISTED AS AN ADDTIONAL INSURED IN REGARDS TO THE AUTO LIABILITY FOR ONGOING AND COMPLETED PROJECTS ON A PRIMARY AND NON-CONTRIBUTORY BASIS WITH A WAIVER OF SUBROGATION IMPLIED.

CERTIFICATE HOLDER

CITY OF SANIBEL
800 DUNLOP ROAD
SANIBEL, FL 33957

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

Jolene Deletrain

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City of Sanibel
800 Dunlop Road
Sanibel, FL 33957
239-472-9615

CITY OF SANIBEL BUSINESS TAX

Business Name: TREE WEST

Business Location: 1101 PERIWINKLE WAY #110
SANIBEL, FL 33957

Mailing Address: SEAHAWK FLORIDA INVESTMENTS PO BOX 56
SANIBEL, FL 33957

Owner: TREE WEST

License Number: HSLC-000855

License Type: Horticultural Services Lawncare

Issued Date: 9/30/2025

Classification: Tree Surgeon, Remove

Expiration Date: 9/30/2026

Fees Paid: $115.50

JURISDICTION: Receipt

This business tax must be conspicuously posted on the premises at all times or, if there are no premises, carried by the applicant. Application must be made to the City Manager immediately if receipt id lost, business is moved to a new location or business is acquired by new owner, otherwise, this business tax receipt becomes VOID

TO BE POSTED IN A CONSPICUOUS PLACE

THE CITY OF SANIBEL
2026 Sanibel River Clearing Project
(Drainage/Wildlife Habitat Maintenance Trimming)
Bid Opening
May 21, 2026 @ 2:30 PM

Item No.	Quantity	Unit	Description	Unit Price (Words)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Trim / Clear Section 1 from weir at Beach Road to Periwinkle Trailer Park Road.	Eight thousand	$ 8,000.00	$ 8,000.00
2	1	LS	Trim/clear Section 2 from Periwinkle Trailer Park Road to Donax Street.	Eight thousand	$ 8,000.00	$ 16,000.00
3	1	LS	Trim/clear Section 3 from Donax Street to Casa Ybel Road.	Sixteen thousand five hundred	$ 16,500.00	$ 32,500.00
3a	1	LS	Trim/clear Section 3a from southern half of Beachview Golf Course to intersection with Section 3.	Eighteen thousand	$ 18,000.00	$ 50,500.00
4	1	LS	Trim/clear Section 4 from Casa Ybel Road to west end of Sanibel Highlands Subdivision (includes tributaries as indicated on aerial view plans).	Eighteen thousand	$ 18,000.00	$ 68,500.00
5	1	LS	Trim/clear Section 5 from west end of Sanibel Highlands Subdivision to Tarpon Bay Road (includes tributaries as indicated on aerial view plans).	Eighteen thousand	$ 18,000.00	$ 86,500.00

TOTAL: $ 86,500.00

CITY OF SANIBEL

SPECIFICATIONS FOR

2026 Sanibel River Clearing Project
(Drainage/Wildlife Habitat Maintenance Trimming)

ITB-PW-6-2026/BS

April 20, 2026

Public Works Department
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397

BIDS DUE BY: **2:30 PM, (ET) May 21, 2026**

PRE-BID CONFERENCE: **NONE**

NO QUESTIONS WILL BE ACCEPTED AFTER: **5:00 PM, (ET) May 11, 2026, all questions must be submitted in writing to brett.schira@mysanibel.com and received by stated time.**

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

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ATTACHED SURVEYS & DRAWINGS

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CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals will be received at the Office of the City Procurement Manager, City of Sanibel, Florida, at the City Hall Building, 800 Dunlop Road, Sanibel, until **2:30 P.M., on MAY 21, 2026** and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of the following:

2026 SANIBEL RIVER CLEARING PROJECT (DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMING)

This project is located on Sanibel Island. **The annual river maintenance program including vegetation trimming and removal in the designated Sanibel River sections by the removal and disposal of trees, logs, stumps, brush, tops, blockages, rubbish, and debris deposited in and adjacent to the river.**

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (l00%) of the contract price.

No bidder may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than sixty (60) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

https://www.mysanibel.com/297/City-Bids

_____
Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
April 20, 2026

INFORMATION FOR BIDDERS

1.01 SCOPE

A. The contract work provides for the **2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming)** and other related items pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

B. The work included in this contract is described briefly as follows:

The annual river maintenance program including vegetation trimming and removal in the designated Sanibel River sections by the removal and disposal of trees, logs, stumps, brush, tops, blockages, rubbish, and debris deposited in and adjacent to the river.

C. Construction is anticipated to begin **JUNE 30, 2026.**

1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS

A. Work to be performed shall be in accordance with drawings and specifications prepared by the City of Sanibel.

1.03 BIDDER TO EXAMINE SITE

A. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully informed themself because of their failure to have so informed themself prior to the bidding.

1.04 INFORMATION NOT GUARANTEED

A. All information given relating to borings, material encountered, and groundwater is from the reports of the boring CONTRACTOR. Such information is furnished only for the information and convenience of the bidders. It is understood and agreed that the OWNER does not warrant or guarantee as to the accuracy or completeness of such information. Each bidder must satisfy themself regarding the character, quantities, and conditions of the various materials and work to be done.

B. It is further understood and agreed that the bidder or the CONTRACTOR will not use any information made available to themself or obtained by any examination made by them in any manner as a basis or ground of claim or demand of any nature against the OWNER arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the OWNER or the Engineer.

B. To receive consideration, such questions shall be submitted in writing to the OWNER at least **TEN (10)** days before the advertised date for receipt of bids. If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the CONTRACTOR for incorporation into the work.

C. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with his decision regarding each. Addenda will be posted at least **FIVE (5)** days prior to the receipt of bids. It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the DemandStar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Proposal document page (P-2).

D. Unless such action shall have been taken by the CONTRACTOR and approval obtained, he agrees to use the product or method designated or described in the specifications or as amended by these addenda.

1.06 PROPOSAL FORM

A. All bids must be submitted upon the Proposal Form which will be furnished by the OWNER. The Proposal Form shall be completely executed and shall give the price bid for each item of work proposed, both in words and figures, and shall be signed by the bidder.

B. In the event of a discrepancy between the prices written in words and prices written in figures, the prices written in words shall govern.

C. The successful bidder shall be prepared to complete the work within **ONE HUNDRED AND TWENTY (120)** Calendar days.

1.07 LETTER FROM SURETY

A. The CONTRACTOR shall submit with their executed bid proposal a letter or statement from their surety company that it will execute and deliver a one hundred percent (100%) Performance and Payment Bond.

1.08 AWARD OF CONTRACT

A. Lump Sum Proposals - The award of Contract shall be made to the low, responsive and responsible bidder on the lump sum proposals submitted for the work. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

B. Unit Price Proposals

(1) The award of the Contract will be made to the lowest responsible bidder on the total bid price given on the Proposal Form, page P-1. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

(2) The quantities listed in the unit price proposal form are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities, as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in the unit price Contract, will be made to the CONTRACTOR for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price bid. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

(3) When prices are requested on "Alternate" items, the alternate item price will not be considered in determination of the low bidder.

(4) The City reserves the right to accept or reject any or all bids and to waive any formal irregularities in the bids, when deemed to be in the best interest of the City.

1.09 BID SECURITY

A. Each bid shall be accompanied by a cashier's check made payable to the OWNER or an acceptable bidder's bond in an amount of not less than five percent (5%) of the total bid price. The checks will be returned to all except the three lowest formal bidders within three days after the date of opening the bids. Any checks remaining with the OWNER shall be returned upon execution of a contract.

1.10 COMPARISON OF BIDS

A. Bids will be compared on the basis of the lump sum bid or the sum of unit price extensions plus the sum determined in evaluating the time of completion stated by the bidders in their proposals if the OWNER desires to make such evaluation. The net sum thus obtained shall be used to determine the order of bidding.

B. The sum to be used for evaluation of the time of completion stated by the bidder, if used, shall be only for comparison of bids. It shall be the product of $300.00 and the number of calendar days named by the bidder.

1.11 EXPERIENCE AND ABILITY OF CONTRACTOR

A. It is the intent of the OWNER not to award the Contract to any bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the proposal. CONTRACTOR shall have a minimum of **FIVE (5)** years' experience with similar projects.

1.12 EXECUTION OF CONTRACT

A. The successful bidder to whom the Contract is awarded shall be required to execute **three (3)** copies of the Construction Contract and **three (3)** copies of the Performance and Payment Bond.

1.13 FORFEITURE OF BID SECURITY

A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish satisfactory bonds within TEN (10) days after the OWNER has notified him that the Contract is ready for execution, the OWNER may determine that the bidder abandoned the Contract, and thereupon the proposal and acceptance shall be null and void; and the security accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such failure and neglect, and to indemnify the OWNER for any loss which may be sustained by failure of the bidder to execute the Contract. After the execution of the Contract and the acceptance of the bonds by the OWNER, the bid securities which have been retained by the OWNER shall be returned to the respective bidders.

1.14 UNAVAILABILITY OF MATERIALS

A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the CONTRACTOR is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the CONTRACTOR shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

B. No consideration will be given to the use of substitutes on account of market conditions unless the CONTRACTOR demonstrates that for the item in question, CONTRACTOR placed their order and submitted shop drawings without delay, that CONTRACTOR has

shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

C. If substitutes are used in the work, the compensation to be paid to the CONTRACTOR shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the CONTRACTOR shall allow a credit to the OWNER; only "under unusual circumstances shall there be an increase in" compensation to the CONTRACTOR on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

1.15 DELETED

1.16 NONDISCRIMINATION IN EMPLOYMENT

A. Contracts for work under this proposal may obligate the CONTRACTOR and sub-contractors not to discriminate in employment practices.

B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

1.17 RIGHT-OF-ACCESS

A. The CONTRACTOR agrees that a representative of the OWNER or Engineer will have access to the work wherever it is in preparation of progress and that the CONTRACTOR will provide facilities for such access and inspection.

1.18 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

A. The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

1.19 UTILITIES

A. All existing utility systems which conflict with the construction of the work herein shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the CONTRACTOR, and the work shall be done by the Utility unless the Utility approves in writing that the work may be done by the CONTRACTOR.

B. The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the construction of this Contract during its entire progress. CONTRACTOR shall provide and pay for all temporary wiring, switches, connections and meters.

1.20 EASEMENTS

A. The OWNER will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the OWNER before the work or construction shall begin. If the methods of construction employed by the CONTRACTOR are such as to require the use of land beyond the limits obtained, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

B. In all such easement rights-of-way, the CONTRACTOR shall be required to carefully remove the Owner's fences, or other obstacles to the construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.

C. The cost of all such restoration of property shall be included and no additional payment will be allowed for this work.

1.21 OPERATIONS WITHIN RIGHT-OF-WAY

A. In public thoroughfares, all operations of the CONTRACTOR, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the CONTRACTOR are such as to require the use of land beyond the public thoroughfares, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

1.22 PUBLIC RECORDS

A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

(1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

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

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

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

B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

1.23 DELETED

1.24 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

PROPOSAL

CITY OF SANIBEL, FLORIDA

2026 SANIBEL RIVER CLEARING PROJECT
(DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMINIG)

May 21, 2026 @ 2:30PM

TO: CITY OF SANIBEL
Office of the City Procurement Manager
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for **2026 SANIBEL RIVER CLEARING PROJECT (DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMING)** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

_____Dollars ($_____)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **ONE HUNDRED AND TWENTY (120)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. _____ is hereby acknowledged.

Respectfully submitted,

_____
Contractor

(Individual___), (Partnership___) or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Title _____

Address _____

City / State _____

Telephone _____

Fax _____

Email _____

DATE:

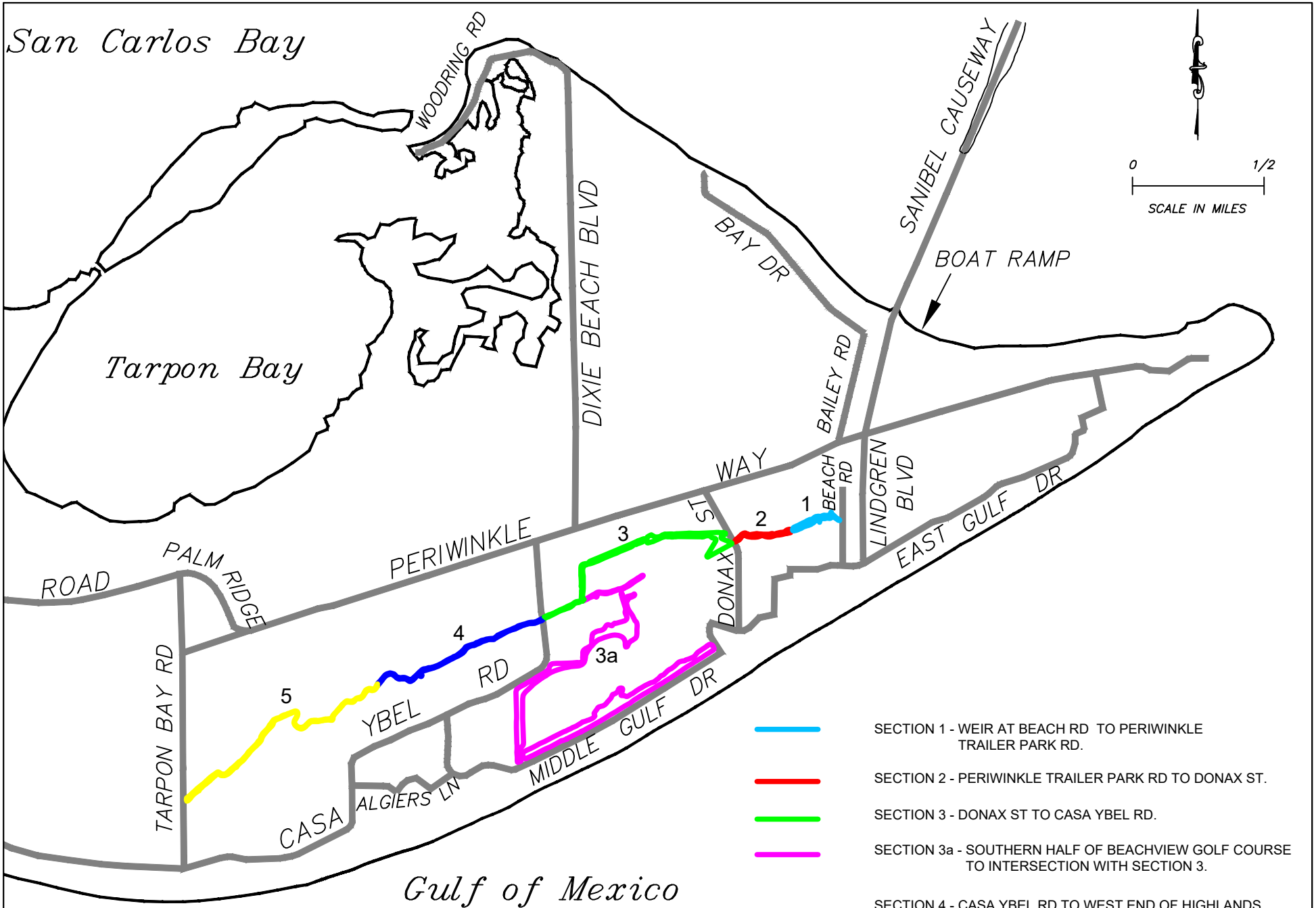
_____

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

THE CITY OF SANIBEL
2026 Sanibel River Clearing Project
(Drainage/Wildlife Habitat Maintenance Trimming)
Bid Opening
May 21, 2026 @ 2:30 PM

Item No.	Quantity	Unit	Description	Unit Price (Words)	Unit Price $ (Figures)	Extended Price $ (Figures)
1	1	LS	Trim / Clear Section 1 from weir at Beach Road to Periwinkle Trailer Park Road.		$	$
2	1	LS	Trim/clear Section 2 from Periwinkle Trailer Park Road to Donax Street.		$	$
3	1	LS	Trim/clear Section 3 from Donax Street to Casa Ybel Road.		$	$
3a	1	LS	Trim/clear Section 3a from southern half of Beachview Golf Course to intersection with Section 3.		$	$
4	1	LS	Trim/clear Section 4 from Casa Ybel Road to west end of Sanibel Highlands Subdivision (includes tributaries as indicated on aerial view plans).		$	$
5	1	LS	Trim/clear Section 5 from west end of Sanibel Highlands Subdivision to Tarpon Bay Road (includes tributaries as indicated on aerial view plans).		$	$

TOTAL: $



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

FY 2026 - CLEARING OF SANIBEL RIVER FROM BEACH ROAD WEIR TO TARPON BAY ROAD

PROJECT LOCATION MAP

City of Sanibel
Required Bid items

2026 SANIBEL RIVER CLEARING PROJECT
(DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMINIG)

May 21, 2026

No.	Name	Page Reference
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete proposal on form provided	Sheet A-1 Sheets P1 & P2
3	Include Certified Check or Bid Bond 5% or more of total bid price	Sheet A-1 and IB-3
4	Acknowledge issued addenda on page 2 of Proposal Form	Sheet IB-2, P2, GC-1
5	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Sheet IB-2
6	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 5-years of experience	Sheet IB-4
7	Complete Bid Schedule	Sheet P-3

SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this _____ day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for "2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming)" dated April 20, 2026, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
   C. CONTRACTOR'S Proposal in response to ITB-PW-6-2026/BS
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   2026 Sanibel River Clearing Project (Drainage/Wildlife Habitat Maintenance Trimming), as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and will complete the same within One Hundred and Twenty (120) calendar days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$_____** said amount being the total "**unit price sum / lump sum price"** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: _____

By_____

Name_____

Title _____

Email _____

Approved as to form

_____
City Attorney

SPECIMEN FORM OF CONTRACT
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE

_____
(Name of Contractor)

_____
(Address of Contractor)

A _____, as principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

a Corporation, as Surety, are bound to

_____
(Name of Owner)

_____
(Address of Owner)

herein called Owner, in the sum of _____

_____Dollars, ($_____)

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, **"Year"** between Principal and Owner for construction of:

   _____

   _____

   _____

   _____

   the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, **"Year"**.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By_____

_____

_____

_____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____

ATTEST:

_____
(Surety) Secretary

_____
Surety

By_____
Attorney-in-Fact

(SEAL)

_____
(Witness as to Surety)

_____
(Address)

_____

_____
(Address)

_____

_____

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT: _____ OWNER: _____

ENGINEER: _____ CONTRACTOR: _____

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

A. Original contract amount (Col.6) _____
B. Plus: Change Order Additions (Col.13) _____
C. Less: Change Order Deductions (Col.16) _____
D. Adjust contract amount to date _____

ANALYSIS OF WORK PERFORMED

1. Amount of original contract work performed to date (Col.8) _____
2. Change Order work performed to date _____
3. Total amount of work performed to date _____
4. Add: Materials stored at close of this period
   (Attach detailed schedule _____
5. Less: Amount retained _____ percent _____
6. Net amount earned on contract work to date _____
7. Less: Amount of previous payments_____
8. Balance due this payment_____

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

_____ By_____
(Contractor) (Authorized Representative)

_____ Title_____

RECOMMENDATION OF ENGINEER

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

DATE: _____ By_____

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____TO_____

		CONTRACT AMOUNT				COMPLETED TO DATE		
ITEM NO. (1)	DESCRIPTION OF ITEM (2)	QUANTITY (3)	UNIT OF MEAS. (4)	COST PER UNIT (5)	TOTAL AMOUNT (6)	QUANTITY (7)	AMOUNT (8)	% COM-PLETE (9)
TOTAL								

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____FOR PERIOD _____ TO _____

SCHEDULE OF CHANGE ORDERS

CHANGE ORDER				ADDITIONS		
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	AMOUNT COMPLETED TO DATE (15)	DEDUCTIONS (16)
TOTAL						

CONTRACTOR'S LETTERHEAD

CONTRACTOR'S CERTIFICATE

I, _____, the duly qualified, acting and authorized agent of the Contractor, _____ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. _____.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS _____ DAY OF _____, **"Year"**.

CONTRACTOR'S SEAL _____
Contractor

BY: _____

TITLE: _____

Sworn to before me this _____ day of _____, **"Year"**.

_____
NOTARY

My commission expires: _____:

(NOTARY SEAL)

PROJECT: _____

OWNER: City of Sanibel _____

CHANGE ORDER NO. _____

TO: _____

_____

_____

You are hereby authorized to make the following additions and/or deductions to your contract amount.

	PREVIOUS CONTRACT AMOUNT	NET CHANGE		REVISED		CONTRACT AMOUNT
		INCREASE	DECREASE	(DEDUCT)	(ADD)	
TOTAL:	$_____	$_____	$_____	$_____	$_____	$_____

Description of Change: Add Deduct

RECOMMENDED: APPROVED:

OWNER_____
By_____ By _____
Title_____ Date_____ Title_____ Date_____

ACCEPTED:

CONTRACTOR_____
BY _____
Title _____ Date _____

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 - CONTRACT DOCUMENTS

2.1.01 GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Conditions
5. Specifications

2.1.02 BIDDING DOCUMENTS:

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACT:

The Contract defines the “Contract Documents” and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

2.1.04 GENERAL CONDITIONS OF THE CONTRACT:

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract) and those responsibilities delegated by the OWNER to the Engineer who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings herein given:

   A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.

C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.

D. The word "Engineer" shall mean the project engineer as designated by the OWNER.

2.1.05 SPECIAL CONDITIONS:

Special Conditions are special provisions, not included in the General Conditions of the Contract, which apply to this specific project.

2.1.06 DRAWINGS AND SPECIFICATIONS:

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Engineer or by the Engineer as representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.

3. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.

4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter

of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.

5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.

6. Plans and Specifications: The Engineer may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of his sub-contractor's, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.

7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and he shall assume the responsibility, therefore.

2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:

The CONTRACTOR shall maintain one complete set of the Contract Documents at the job site which shall always be available to the Engineer and upon which the CONTRACTOR shall record all changes and field adjustments. The CONTRACTOR shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. An as-built survey of the project shall be performed and submitted to OWNER prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such survey as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the CONTRACTOR.

SECTION 2.2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.

2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.

3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.

4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.

   A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that he gives the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.

   B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.

5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate his agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.

   A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever he shall:

      (i) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

      (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

      (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor’s, or proper materials, or fail to make prompt payment, therefore.

   B. Completion by the OWNER: In the event of termination of the Agreement by the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the

CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR: Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his apparatus and storage to such additional areas as he may provide at his expense.

   A. Private and Public Property: The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission; and he shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

2. Surveys: Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working point lines, and elevations. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points, and stakes.

3. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities, and he will be liable for any expense resulting from damage to them.

4. Superintendent: A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of all the sub-contractor's. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of his sub-contractor's, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating

any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Engineer an arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.

6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate his Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:

A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or his employees.

B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.

7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the OWNER of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Engineer as set forth herein shall not be extended, except through written consent of the Engineer and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always be subject to observation by the Engineer and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his observations and construction review.

2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Engineer's decision relative to the performance of the work.

3. Engineer's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Engineer for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 OBSERVATION OF COMPLETED WORK

The CONTRACTOR shall remove or uncover such portions of the completed work as may be directed by the OWNER at any time before acceptance of the work. After examination, the CONTRACTOR shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at the CONTRACTOR'S expense.

2.2.06 WORK BY OWNER OR OTHER CONTRACTOR'S:

1. Separate Contracts: The OWNER may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTOR'S regarding storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTOR'S affecting his work and to report to the OWNER any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the OWNER of such irregularities shall indicate the work of other CONTRACTOR'S has been satisfactorily completed to receive his work. The CONTRACTOR shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the OWNER immediately any difference between completed work by others and the provisions of the Contract Documents.

2. Written Agreement: Whenever work being done by the OWNER through his own employees or through other CONTRACTOR'S is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 SECTION DELETED

2.2.08 NIGHT AND SUNDAY WORK:

No night or Sunday work requiring the presence of an Engineer or Inspector will be permitted, except in case of emergency and then only to such an extent as it is absolutely necessary and with written approval of the Engineer, provided that the clause shall not operate in case of a gang organized for regular and continuous night work, and on work which, in the opinion of the Engineer, can be performed satisfactorily at night or on Sunday.

SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP

2.3.01 MATERIALS AND EQUIPMENT:

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

   A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.

   B. The CONTRACTOR shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.

2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.

4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

2.3.02 SAMPLES:

All samples called for in the Specifications or required by the Engineer shall be furnished by the CONTRACTOR and shall be submitted to the Engineer for his review. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.

3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the Engineer.

2.3.03 SHOP DRAWINGS:

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications, or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Engineer.

1. CONTRACTOR'S Certification: When submitted for the Engineer's review, shop drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

2.3.04 EQUIPMENT DATA:

The CONTRACTOR shall submit for the Engineer’s review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the Engineer before any of the equipment is ordered.

1. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.

2. Relation to Contract Documents: Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.

3. CONTRACTOR'S Certification: Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that he has reviewed, checked and approved the data submitted; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that his Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS:

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to remove rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.

2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

2.3.06 CUTTING AND PATCHING:

The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen, or the public shall not be done.

2.3.07 CHARACTER OF WORKMEN:

The CONTRACTOR shall always be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractor's. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or sub-contractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

2.3.08 GUARANTY:

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

2.3.09 A.S.T.M. DESIGNATION:

Wherever the letters “A.S.T.M.” are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

2.4.01 INSURANCE:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L.& H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.

2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.

3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.

4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operations under this Contract.

2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad

form property damage, independent CONTRACTOR'S, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2.4.03 WORKMEN'S COMPENSATION INSURANCE:

CONTRACTOR'S shall provide the statutory Workmen's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

2.4.04 DELETED

2.4.05 INDEMNITY:

The CONTRACTOR (sub-contractor) hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Engineer, OWNER, their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnitee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnitee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

The indemnity provided hereunder shall not include indemnification of the Engineer in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by

the Engineer, his agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Engineer and OWNER has by law.

2.4.06 WAIVER OF SUBROGATION:

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractor's, agents, and employees of each other, and (2) the Engineer and separate CONTRACTOR'S, if any, and their sub-contractor's, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of
such insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Engineer, separate CONTRACTOR'S and sub-contractor's by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

2.4.07 PATENTS AND ROYALTIES:

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER and the Engineer from any and all loss or expense on account thereof, including its use by the OWNER.

2.4.08 PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. The permits for construction within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER. City of Sanibel Building Dept. permit fees shall be paid for by the OWNER.

2.4.09 LAWS TO BE OBSERVED:

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Engineer in writing.

1. 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 of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.

2.4.10 WRITTEN NOTICE:

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation, or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

2.4.11 ASSIGNMENT OF CONTRACT:

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

2.4.12 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.13 WORK DURING AN EMERGENCY:

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall not wait for instructions before proceeding to properly protect both life and property.

2.4.14 WARNING SIGNS AND BARRICADES:

The CONTRACTOR shall provide adequate signs, barricades, warning lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

2.4.15 PUBLIC CONVENIENCE:

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public, except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall always be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

2.4.16 SAFETY:

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected

directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Engineer to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

2.4.17 EXISTING CONSTRUCTION:

When new construction is adjacent to or crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the OWNER shall secure written permission from the proper authority before executing such new construction. The CONTRACTOR shall satisfy himself that the OWNER has secured written permission before any work is done. The CONTRACTOR shall acquaint himself with and shall execute the work in accordance with any and all requirements of the written permit. The CONTRACTOR shall replace or repair all existing construction damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.

2.4.18 SANITARY PROVISIONS:

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees and those of his sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

2.4.19 NONDISCRIMINATION IN EMPLOYMENT:

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;

2. That no CONTRACTOR, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

SECTION 2.5 - PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED:

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME:

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

2.5.03 SCHEDULE OF COMPLETION:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK:

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK:

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

2.5.06 EXTENSION OF CONTRACT TIME:

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that 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. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the

CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of his equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

2.5.09 CLEANING UP:

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

2.5.10 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in his Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Hundred Dollars ($100.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

2.5.14 INCENTIVE CLAUSE:

The City of Sanibel will pay the CONTRACTOR an "Incentive Bonus" in the sum of One Hundred Dollars ($100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the Engineer, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor's or other CONTRACTOR'S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR'S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the "Incentive Bonus" Completion Date set forth above.

SECTION 2.6 – PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT:

Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the Engineer during construction as provided below.

1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as Engineer shall determine in accordance with paragraph 2.6.05 of the General Conditions.

2.6.03 DELETED

2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the Engineer.

2. Pay such other amount, in accordance with Paragraph 2.6.05, as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the Engineer in writing of his reasons for paying the amended amount.
3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the Engineer of his reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

1. Defective work.

2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.

3. Failure of the CONTRACTOR to make payments due to sub-contractor's, material suppliers, or employees.

4. Damage to another CONTRACTOR.

2.6.06 PAYMENT FOR UNCORRECTED WORK:

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:

The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

1. Removal by OWNER: Removal of rejected work or materials and storage of materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

2.6.08 PAYMENT FOR EXTRA WORK:

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.

2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.

3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:

   A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.

   B. Labor insurance and taxes.

   C. Materials and supplies used on the work.

   D. Associated General CONTRACTOR'S of America standard rental rates on each piece of equipment having a value in excess of $50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 d., Suspension of Work by OWNER, the CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER:

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Engineer's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Engineer.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at his expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

2.6.14 ACCEPTANCE AND FINAL PAYMENT:

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2. Final Payment: The CONTRACTOR shall be paid in full within 61 days after the date of substantial completion. If within 61 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the Engineer shall be withheld and paid 61 days following completion of all such items. This payment shall constitute final settlement.

SECTION 2.7 - CONTROL OF THE WORK

2.7.01 GENERAL:

The following general provisions have been taken verbatim from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with certain modifications to meet specific requirements of the City of Sanibel. The CONTRACTOR is advised to read these provisions very carefully and ensure that he fully understands all of the requirements.

2.7.02 PLANS AND WORKING DRAWINGS:

1. Plans and Contract Documents:

   The CONTRACTOR will be furnished an appropriate number of copies of the plans and special provisions as required for the particular project. Copies of the Standard Specifications may be purchased from the Florida Department of Transportation. The CONTRACTOR shall have available on the work, at all times, one copy each of the plans, specifications and special provisions.

2. Plans:

   The plans furnished by the Engineer consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

3. Alterations in Plans:

   All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after its approval by the Engineer, except by direction of the Engineer.

4. Working Drawings (for Structures):

   A. General:

      The CONTRACTOR shall furnish, on sheets not larger than 24 inches by 36 inches, such working and detail drawings as may be required for any part of the structure and which are not included in plans furnished by the Engineer.

   B. For Steel Structures:

      Working Drawings for steel structures shall consist of shop detail, erection details and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

   C. For Concrete Structures:

      Working drawings for concrete structures shall consist of such detailed plans as may reasonably be required for the effective prosecution of the work and which are not included in plans furnished by the Engineer. These may include details of falsework, bracing centering and formwork, masonry layout diagrams, and diagrams for bending reinforcing steel.

   D. Submission of Working Drawings:

      The CONTRACTOR shall submit to the Engineer for approval three (3) sets of any required detailed shop or working drawings. These drawings shall be submitted in

sufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover. Prior to the approval of these drawings any work done, or materials ordered for the structures involved shall be at the CONTRACTOR'S risk. One set of these drawings will be returned to the CONTRACTOR, either approved or marked with corrections required. The other sets will be retained by the Engineer.

E. Responsibility of Accuracy of Working Drawings:

It is understood, however, that approval by the Engineer of the CONTRACTOR'S working drawings does not relieve the CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. The CONTRACTOR shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

F. Cost of Working Drawings:

The contract prices shall include the cost of furnishing all working drawings, and the CONTRACTOR will be allowed no extra compensation for such drawings.

2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

2.7.04 CONFORMITY OF WORK WITH PLANS:

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:

The CONTRACTOR shall take no advantage of any apparent error or omission which he might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

2.7.06 AUTHORITY OF THE ENGINEER:

All work shall be available for inspection by the Engineer and performed to his satisfaction.

It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

2.7.07 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS:

The Engineer may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

2.7.08 CONSTRUCTION STAKES AND MARKERS:

1. Stakes Furnished:

   The CONTRACTOR shall furnish and set, free of charge, slope stakes, grade stakes and all other stakes necessary for construction of the project. The CONTRACTOR shall furnish all templates and other materials necessary for making and maintaining points and lines given and shall furnish the Engineer such incidental labor as he may require in reestablishing points and lines necessary to the prosecution of the work.

2. Special Requirements for Landscape Work:

   For landscape work, the OWNER will furnish all stakes in the size and quantity required and the CONTRACTOR shall set all such stakes with his own forces. The CONTRACTOR shall maintain such stakes in place until the layout is approved and the digging of the holes for the plantings has begun; replacing any which may become destroyed or disturbed during such period.

2.7.09 CONTRACTOR'S SUPERVISION:

1. Prosecution of work:

   The CONTRACTOR shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Engineer and with other CONTRACTOR'S at work in the vicinity.

2. CONTRACTOR'S Superintendent:

   The CONTRACTOR shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

3. Supervision for Emergencies:

   The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. For compliance with this requirement outside of working hours, the furnishing of the telephone number where such person can be reached will suffice.

2.7.10 GENERAL INSPECTION REQUIREMENTS:

1. Cooperation by CONTRACTOR:

   No work shall be done, nor materials used, without suitable inspection by the Engineer or his representative, and the CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

2. Failure of Engineer to Reject Work During Construction:

   If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Engineer to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to him or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of his responsibility for the work performed by him.

2.7.11 FINAL CONSTRUCTION INSPECTION:

1. Maintenance Until Final Acceptance:

The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Engineer under the provisions of 2.7.12.

2. Semifinal Inspections:

The Engineer will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Engineer shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

2.7.12 FINAL ACCEPTANCE:

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Engineer shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy himself as to the Engineer's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of his acceptance of the work.

2.7.13 CLAIMS BY CONTRACTOR:

Where the CONTRACTOR deems that extra compensation is due him for work or materials not clearly covered in the contract or not ordered by the Engineer as extra work, as defined herein, the CONTRACTOR shall notify the Engineer in writing of his intentions to make claim for extra compensation, before he begins the work on which he bases the claim. If such notification is not given, and the Engineer is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the Engineer, is found to be valid, it shall be allowed and paid for as extra as provided herein.

SPECIAL PROVISIONS

1. REFERENCE SPECIFICATIONS – Florida Building Code (FBC) 2023 - 8th Edition with all current revisions and supplements; Florida Fire Prevention Code (FFPC) 2023 - 8th edition with all current revisions and supplements, (includes Florida versions of NFPA 1 & NFPA 101, 2024 edition); The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Current Edition with approved Supplements and Addenda shall govern the requirements and performance of the work, except when noted otherwise. Sea Turtle Regulations; Department of Environmental Protection Bureau of Beaches and Coastal Systems; All other Federal, State and Local Codes and Ordinances which may be in effect for this construction location.

2. The contractor shall be required to have the required City of Sanibel Occupational License and proper Vegetation and Mangrove trimming licensing at the time of the bid opening. Required licensing costs and any other miscellaneous fees associated with the project shall be paid for by the Contractor. All required environmental permits shall be secured by the City.

3. The contractor shall be responsible for all survey construction layout.

4. The Contractor shall dispose of all debris such as trees, brush, stumps and other deleterious material at location off the Island of Sanibel. No extra compensation will be allowed for hauling and providing the off-island disposal areas.

5. The Contractor is advised that he may not enter upon private property adjacent to the project without written consent of the affected property owner. A copy of the permission document shall be given to the Engineer.

6. The Contractor is hereby advised that he may not engage in any work on private property in the City of Sanibel during the contract performance period without written permission from the City of Sanibel. Failure to comply with this provision may result in suspension of all work activities until the matter is resolved.

   An example of such work would be the paving of a private driveway. If the Contractor paves the driveway and the property owners does not possess the proper City permits, the entire project might be stopped until the necessary permits are obtained. The delay could be months and the Contractor could be assessed for liquidated damages.

7. No allowance for time extension of the project will be made for weather conditions common to Southwest Florida during the contract time period. The Contractor is reminded that time is of the essence and the work should proceed as quickly and efficiently as possible.

8. The Contractor shall remove and relocate as necessary all mailboxes, street signs, post fences structures such as headwalls, pipes, etc., and any other item necessary for progress and completion of the work. Payment shall be incidental to other items of work.

9. The Contractor shall include the adjustment of those structures (manholes, valves, etc.) that are required to be adjusted for the satisfactory completion of the work. These structures shall be of reinforced concrete or may be brick masonry if circular and constructed in place and shall include the necessary metal frames and gratings. No payment will be made for these items.

10. The contractor will ensure that the roadway and bridges over which he hauls materials will be kept clear. If spoil material and water fall from the truck onto the roadway, the contractor will keep the road clear at all times, either by power broom or by whatever means is necessary, if excessive material continues to be deposited, the Engineer will require hauling to be discontinued until the situation is resolved.

11. Contractor responsible for any temporary markings (i.e. signs, barricades, Striping, caution tape) to assure traffic safety (Vehicular, Pedestrian and Bicycle traffic).

12. All subcontractors must be approved in writing by the City.

13. All soil and concrete tests will be made by a laboratory approved of by the Engineer. Cost of testing will be paid for by the Owner except all subsequent tests deemed necessary because the original test indicated that the work did not conform to specifications. These tests shall be paid for by the contractor. The location of these tests shall be determined by the Owner.

14. An As-Built survey of the project shall be performed and submitted to Owner prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such surveys as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the Contractor.

15. The Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Install silt barriers or screens for capturing sediments/solids from erosion and dewatering / jetting activities.

16. The Contractor must be in possession of or obtain from the City of Sanibel an Occupational Registration and if applicable a Vegetation Competency Card prior to the start of the contract work to be done.

17. The Contractor is responsible to pay all toll fees required by Lee County to use the Sanibel Causeway.

18. Contractor is responsible for preventing any workers on this project, including all subcontractors, from feeding alligators anywhere on Sanibel Island. Contractor is required to instruct all workers and subcontractors not to eat lunch on the edge of any waterbody on Sanibel Island and not to feed, tease or interact in any way with any alligators, which is illegal under state law. Signage provided by the City regarding alligator feeding shall be posted on all job sites in a clearly visible location. Project sites adjacent to open water of any kind shall have a minimum of two additional alligator signs posted in clearly visible locations near the water's edge. All job sites shall be maintained free of any open containers of food or any food-related garbage. All workers on this project are to be informed that the City takes this issue very seriously and will prosecute any violators to the full extent of this law. State penalties for violating this law include a fine of up to $500 per incidence and up to 60 days in jail. Failure to inform workers of the prohibition against feeding alligators as required above or evidence of alligators being fed by workers on this project, either at the project site or elsewhere on Sanibel Island, will result in immediate revocation of this contract.

19. Payment for work items in this contract is based on actual quantities with unit cost as per the bid schedule. The owner reserves the right to adjust quantities up to twenty-five percent (25%) over or underestimated quantities at contract unit prices. Any increase of work items shall be based on unit prices of similar work items in the vicinity. Any such adjustment resulting in the increase of the total contract price must be approved by the City Council.

20. It is up to the contractor to verify the correct scaling for printed plan documents of electronic documents provided by the City.

21. Contractor to provide Certificate of Workman's Compensation Insurance; U.S.L.& H. coverage, Jones Act (if applicable) and Public Liability in an amount not less than $1,000,000.00

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods 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 contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

SPECIAL PROVISIONS

FLORIDA DEP STANDARD TERMS AND CONDITIONS APPLICABLE TO GRANT AGREEMENTS

Sections Applicable to this Contract:

Paragraph 22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards

Paragraph 23. Compliance with Federal, State and Local Laws

CITY OF SANIBEL

TECHNICAL/CONSTRUCTION SPECIFICATIONS

2026 SANIBEL RIVER CLEARING PROJECT (DRAINAGE/WILDLIFE HABITAT MAINTENANCE TRIMMING)

1. SCOPE

The work will consist of hand removal of woody vegetative debris and emergent vegetation and tree trimming in designated sections of the Sanibel River to maintain a channel 12–15 feet in width. Work will include hand removal and disposal of trees, logs, stumps, brush, cattails, and debris within and adjacent to the Sanibel River and other items as specified in Section 10. All tree trimming and removal of vegetation must be done in consultation with an approved ecologist/environmental consultant familiar with wading bird nesting requirements. The ecologist/environmental consultant must be approved by the City's Natural Resources Department prior to commencing trimming. This project places great emphasis on maintaining optimum nesting habitat for wading birds (e.g., yellow-crowned night heron, snow egret, white ibis). All work will be conducted using environmentally friendly techniques that will enhance, not impact, the ecology of the trimming area. The designated sites are as shown on the attached drawings (6 sheets) and numbered and listed as follows:

1. Beach Road Weir to Periwinkle Trailer Park Road.
2. Periwinkle Trailer Park Road to Donax Street.
3. Donax Street to Casa Ybel Road.

3a. Southern half of Beachview Golf Course to Intersection with Section 3.

4. Casa Ybel Road to the western end of the Sanibel Highlands Subdivision (includes tributaries as indicated on attached aerial drawings).
5. Western end of Sanibel Highlands Subdivision to Tarpon Bay Road (includes tributaries as indicated on attached aerial drawings).

2. ACCESS

Access shall be obtained by the Contractor and approved by the City Engineer. Access is limited to skiffs or johnboats less than 18 feet in total length and less than 10 feet in width. All boats used must be small enough to be carried and deployed at the designated launching areas. Contractors are responsible for evaluating the access areas and conditions prior to submitting a bid.

The designated debris drop-off/access sites are as shown on the drawings (6 sheets) and numbered and listed as follows:

1. Periwinkle Trailer Park Road box culvert (both sides of road).
2. Donax Street box culvert (both sides of road).
3. Panama Canal at Middle Gulf Dr (edge of bank near curve within road right-of-way).
4. Casa Ybel Road box culvert (both sides of road with permission from SCCF).
5. Tarpon Bay Road box culvert (some trimming may need to be done to open up area).

3. LIMITS OF WORK

The limits of the work area shall not exceed those shown on the drawings and described in section 1 above. A minimum channel measuring 12-15 feet wide will be maintained throughout the project area.

4. DEBRIS REMOVAL AND TREE TRIMMING

All debris removal and trimming will be completed using hand removal techniques using only hand tools including, but not limited to sawing, cabling, winching, lifting, or dragging or as specified in Section 10. All pruning will be performed using proper pruning techniques, as outlined by the International Society of Arboriculture in American National Standards Institute (ANSI) A300 Standard Practices.

The following guidelines will be used to determine which trees, stumps, and brush will be removed. The ENGINEER will make the final determination on questionable items.

a. Remove emergent/submerged wood debris within the Sanibel River to maintain a 12'-15' free-flowing channel. Trimming of low-hanging limbs may be needed for Contractor boat access and shall be included in the scope of this project. All low-hanging branches lower than 18" from the maximum stage of the River within the 12'-15' channel will be removed (e.g., Photos #1 & 7).

b. Remove all cattails growing within the 12-15 feet channel or any cattails that are dead or have fallen into the water in any portion of the river channel (this includes areas outside of the 12-15 feet channel). Cattail removal shall be done using hand tools and cattails should be cut flush to or slightly below the surface of the water. The use of herbicides is not authorized on this project. All vegetative debris must be completely removed from the project area and offloaded at a designated location for proper disposal (see section 1 and drawings (6 sheets)).

c. Any root mass located on the river bank that has become unstable or that obstructs flow in the river shall be removed.

Trees designated for removal shall be cut off as near to the ground surface as conventional cutting tools or field conditions will permit.

Trees needing to be removed shall be felled in such a manner as to avoid damage to trees left standing or existing structures and with due regard for the safety of persons and property.

Dead trees that provide den habitat and are determined to pose no hazard to the river shall be protected. Disturbance of the river bottom and banks should be avoided.

Water level in the river will fluctuate up and down due to tidal and rainfall events. The extent of debris removal in the river cross section is not changed by the fluctuation in the water level. Excavation of soil/sediment shall not be performed, unless otherwise stated in Section 10.

All building materials, manufactured items, and other loose foreign debris lying completely or partially within the limits of designated areas shall be removed.

5. DISPOSAL

Natural woody and other vegetative debris shall be hauled to designated disposal areas to be disposed of as specified in Section 10. Alternate methods of disposal proposed by the Contractor must be approved by the Engineer.

Debris shall not be placed on nature or hiking trails, sewer line, highway, or rights-of-way, or any other improved area. Debris shall not be placed in tributaries or side ditches.

Where petroleum or gas tanks, pesticide containers or other hazardous materials are found within the limits of debris cleanup, the contractor shall note the location of the tank, container, or material and notify the Construction Inspector. The contractor shall avoid disturbance or damage to the tank, container, or materials.

6. ENVIRONMENTAL REQUIREMENTS

All tree trimming and removal of vegetation must be done in consultation with an approved ecologist/environmental consultant familiar with wading bird nesting requirements. The ecologist/environmental consultant must be approved by the City's Natural Resources Department prior to commencing trimming. This project places great emphasis on maintaining optimum nesting habitat for wading birds (e.g., yellow-crowned night heron, snow egret, white ibis). All work will be conducted using environmentally friendly techniques that will enhance, not impact, the ecology of the trimming area (e.g., photos # 9 - 12).

The selected Contractor must have access to and consult with an approved ecologist or environmental consultant who is familiar with wading bird ecology during this project. The ecologist or environmental consultant must be able to identify potential wading bird nesting areas and provide guidance to the trimmers on how to conduct trimming activities to minimize impacts on existing nesting areas and how to optimize future nesting potential. The ecologist or environmental consultant must be either formally trained in the biological sciences and must possess a Bachelor's Degree from an accredited institution and have a minimum of 5 years practical experience in wading bird monitoring; or must be a naturalist trained in wading bird ecology and must have a minimum of 10 years practical experience in bird surveying and monitoring techniques.

All mangrove pruning shall be conducted by a City-licensed Professional Mangrove Trimmer (PMT) possessing a valid Sanibel Vegetation Contractor Competency Card, a Mangrove Trimmer Competency Card, and any other applicable requirements including, but not limited to a City Business Tax Receipt, proof of Workman's Comp, and insurance. Prior to trimming mangroves, the selected contractor must obtain a mangrove trimming license or must have a City-licensed PMT onsite while trimming mangroves. The licensed PMT must remain at the work site at all times when mangrove trimming is taking place. All mangrove pruning must be done using accepted arborist pruning techniques (ANSI-A 300).

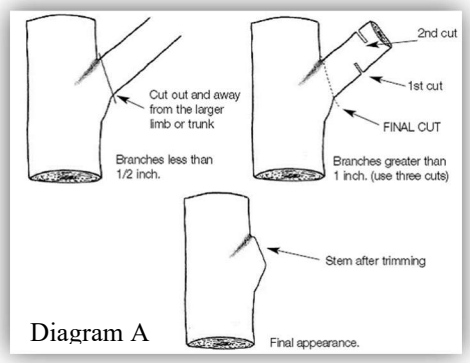


Diagram A

Mangrove and native tree pruning should be conducted using a three step process: 1.) the first cut is a small relief cut made on the underside of the branch, approximately 15" from the trunk or attachment point of the larger branch and approximately 1/3 of the way through the branch; 2.) the second cut should be approximately 2-3 inches beyond the first cut (to remove the weight of the branch and to eliminate tearing of the bark); 3.) the third and final cut should be made near the branch

collar, nearly flush with the trunk and extending outward at the bottom, leaving approximately1/2" of wood between the end of the branch and the collar. See Diagram 'A'.

All equipment, including boats and offloading equipment, shall be maintained to prevent fuel, oil, and lubricant spills. Refueling, repairs, and lubrication will be performed at safe distances from the river. Should fuel leaks, oil leaks or hydraulic pipe rupture occur during construction, the Contractor's operators shall immediately remove the equipment to a safe area and take prompt action to minimize damage and safeguard the site. The contractor or his Superintendent shall immediately report the spill or discharge in accordance with the Special Provisions of this Contract; and the requirements of the Florida Statute Chapter 376 Pollution Discharge Prevention and Removal will be followed.

The Contractor shall provide tanks or barrels to be used for off-site disposal of chemical pollutants such as drained lubricating or transmission oils, greases, etc. produced as a by-product of this work. Washing, fueling or servicing of equipment shall be avoided where spillage or wash water can enter the watercourse.

7. SPECIAL REQUIREMENTS

The Contractor shall submit to the Engineer for review and approval prior to construction, a construction schedule showing the sequence of all work by river sections to be performed.

The Contractor shall exercise care while working in the areas of existing lawns, roads, structures, utilities, railroads, other improvements and cropland. The Contractor shall be responsible for the prompt repair or replacement of any such improvements damaged by his/her operations.

Fences which must be removed for access shall be removed with the minimum damage practical and reinstalled as near to the original condition as possible immediately after construction access is no longer needed at the site.

In areas identified in the specifications, or on the drawings, as "Hand Work"; portable winches, chainsaws, hand held tools, block and tackle, cables, log chains, etc., and manual labor will be allowed.

Disturbance of the river banks and the river bottom should be avoided while removing debris.

Where the haul off of debris is required in improved areas at "Hand Work" sites, wheeled and/or tracked vehicles for removing, loading and hauling the debris off-site will be allowed at specified selected locations as designated by the Engineer or Construction Inspector.

The Contractor shall be responsible for complying with all applicable requirements of the Florida Department of Transportation's Manual on Uniform Traffic Control Devices as adopted by the Department of Transportation pursuant to Chapter 316 Florida Statute when work is performed on public right-of-ways. When equipment or personnel are operating on public right-of-way, flagmen shall be stationed to warn oncoming traffic of congestion. Proper construction road signs shall be in place. A means of removing sediment and/or debris from roadways shall be established. Sweep machines may remove residue deposited on roadways, manual sweeping methods or pressurized water. The Contractor shall be responsible for implementation of these measures.

8. EQUIPMENT

No heavy equipment will be authorized. All work will be performed using hand tools (chainsaws, ropes, cables, handsaws). All work will be conducted from a small skiff or johnboat measuring 18 feet or less and no more than 10 feet in width. Only outboard motors 20 hp or less or electric motors may be used.

Vessels shall not be operated in an unsafe manner. Speed of the vessel should be maintained at or below 10 mph, where possible. Extra care should be taken near wildlife or other environmentally sensitive areas.

9. MEASUREMENT AND PAYMENT

Measurement and payment for Sanibel River Clearing will be on a lump sum basis for each river section as indicated in the proposal section of the specifications. Such payment shall be considered full compensation for all labor, equipment, tools, materials, mobilization, demobilization and other items necessary and incidental to complete the work.

10. ITEMS OF WORK AND OTHER CONSTRUCTION DETAILS

Items of work to be performed in conformance with this specification and the construction details thereof are:

Vegetative debris hauled off-site shall be taken to the City of Sanibel Public Works Department, 750 Dunlop Rd. The Engineer shall determine final disposal site.

Non-vegetative debris hauled off-site shall be taken to the City of Sanibel Public Works Department, 750 Dunlop Rd.

Work on these sites is limited to "hand work" methods of debris removal and the contractor is required to use removal methods, which will minimize disturbance of and environmental damage to the work site. Particular emphasis shall be given to protecting the river bottom and banks, adjacent wetlands, offload areas, and disposal areas. The Contracting Officer shall order the removal of any worker from the job site whose performance is found to be unsatisfactory.

An overall work plan and environmental plan will be developed/submitted by the contractor and approved/supervised by the Engineer.

11. ACCESS AND SECURITY

A key to access City properties will be provided to the Contractor prior to beginning work at the respective site(s). The Contractor is responsible for ensuring that the key is cared for and returned to the City at the end of the project. The Contractor is strictly prohibited from making copies of the key and/or distributing the key to subcontractors without prior written approval from the City.

12. MEDIA CONTACT AND SOCIAL MEDIA

The City is the primary point of contact for news media inquiries relating to this project or other City projects. Any news media inquiries should be directed to the City of Sanibel Public Works Department. Any conversations between the Contractor or their subcontractors with the news media should be reported immediately to the City’s Project Manager. The Contractor is responsible for the content of all social media postings by employees or subcontractors regarding this project.

Photo 1. Example of mangrove prop roots growing within the 12'-15' channel. Prop roots impacting the designated channel will be trimmed back to the point of attachment.

Photo 2. Example of semi-submerged dead woody vegetative debris along the 12'-15' channel that will be removed as part of this project.

Photo 3. Example of branches encroaching on 12'-15' channel.

Photo 4. Example of submerged log within the 12'-15' channel that will be removed as part of this project.

Photo 5. Example of dead woody debris along river bank that will be removed as part of this project.

Photo 6. Example of low-hanging branches and mangrove prop roots encroaching on the 12'-15' channel that will be trimmed as part of this project.

Photo 7. Example of fallen tree with large branches within the 12'-15' channel. Only unattached lower branches will be removed to open flow way.

Photo 8. Example of submerged and emergent woody debris within 12'- 15' channel that will need to be removed as part of this project.

Photo 9. Example of wading bird nest in a tree overhanging the 12'-15' channel. This is an example of how wading bird nesting habitat can be enhanced by trimming. Trimming should mimic this type of habitat.

Photo 10. Example of wading bird nest overhanging river channel. Goal of trimming is to mimic this type of habitat where possible, while maintaining some open flyways in other areas.

Photo 11. Example of wading bird nest along the river edge, outside of the 12'-15' channel. Lower branch trimming below the nest may be required to enhance future nesting activity.

Photo 12. Example of low-hanging nest within the 12'-15' channel. All nests or potential nesting sites within the channel that are not obstructing flow will be protected, or trees will be trimmed to enhance nesting.

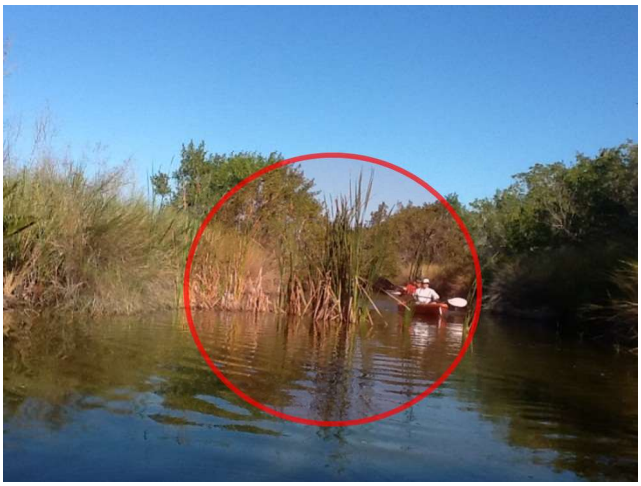


Photo 13. Example of cattails (*Typha* sp.) within 12'- 15' channel that will need to be removed as part of this project.

Photo 14. Example of cattails (*Typha* sp.) along shoreline that will need to be removed as part of this project.

Photo 15. Example of monoculture of cattails (*Typha* sp.) within 12'- 15' channel that will need to be removed as part of this project.

2026 Sanibel River Clearing Project

(Drainage/Wildlife Habitat Maintenance Trimming)

City of Sanibel
800 Dunlop Road
Sanibel, Fl 33957

CITY COUNCIL

MIKE MILLER, MAYOR

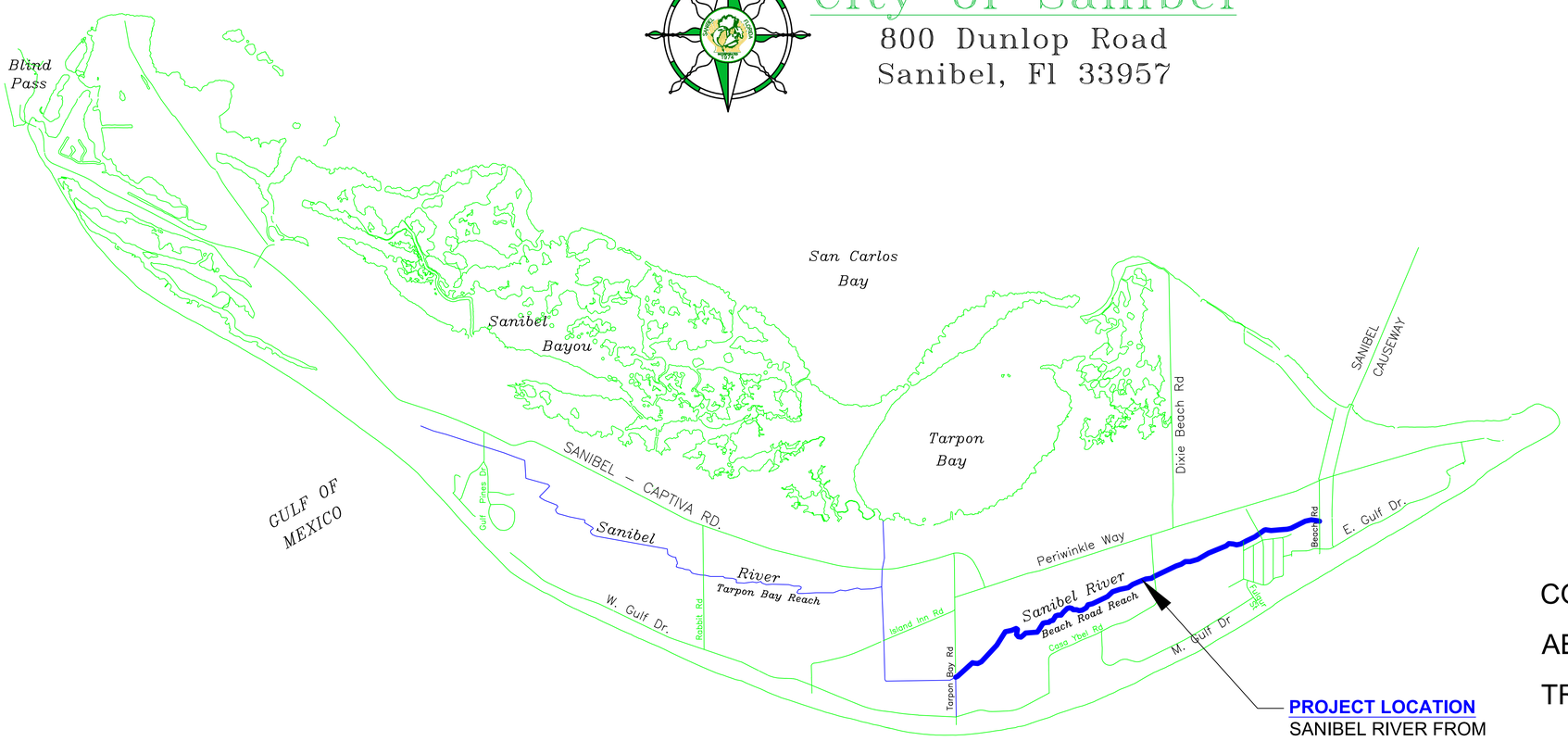
HOLLY SMITH, VICE MAYOR

RICHARD JOHNSON, COUNCIL MEMBER

JOHN HENSHAW, COUNCIL MEMBER

LAURA DEBRUCE , COUNCIL MEMBER

DANA SOUZA, CITY MANAGER

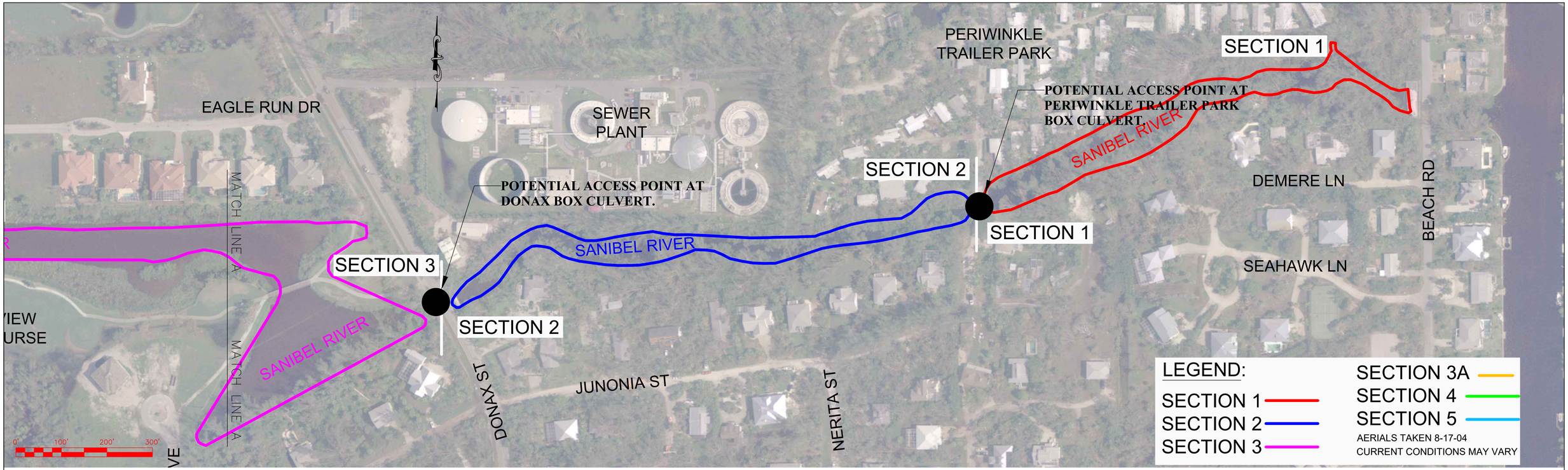


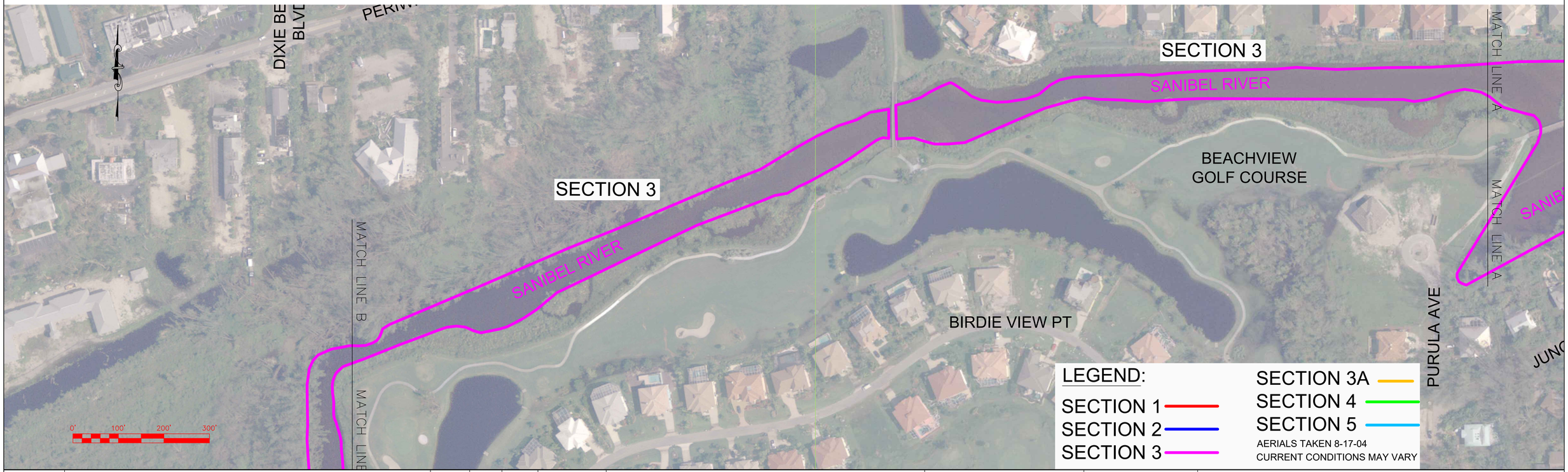
VICINITY MAP

NOT TO SCALE

INDEX TO DRAWINGS

COVER - LOCATION MAP	_____SHEET (1)
AERIAL VIEWS	_____SHEET (2-5)
TRIBUTARIES	_____SHEET (6)





REVISION NO.	REVISION	DATE	DRAWN	CHECKED	APPROVED

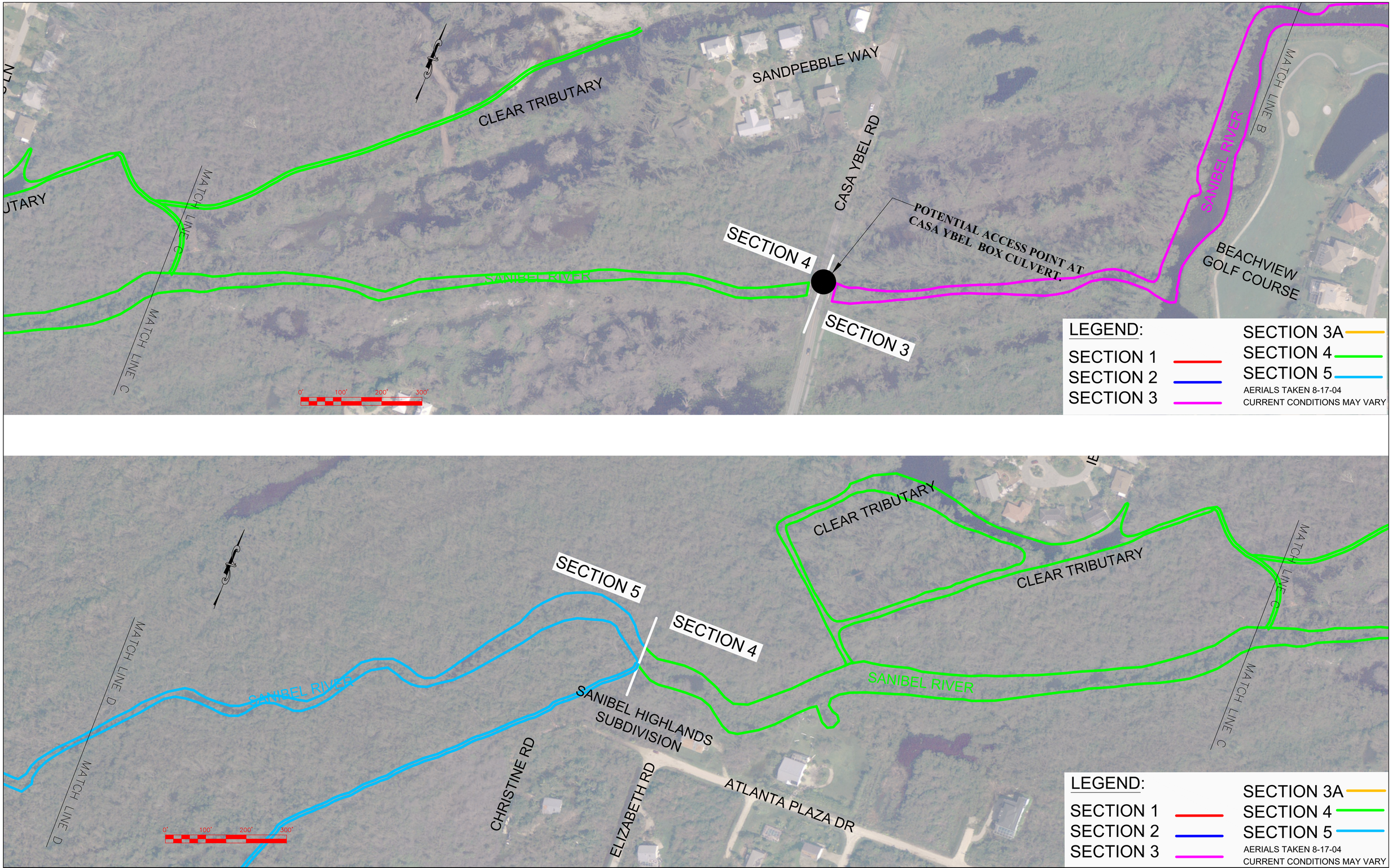
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

DATE: APRIL 10, 2026
SCALE: see above
DRAWN BY: SBK | CHECKED BY:
APPROVED BY:

2026 SANIBEL RIVER CLEARING PROJECT

AERIAL VIEW

SEC. – TWP. – RGE.	PROJECT FILE	SHEET NUMBER
25,26–46–22;30–46–23	RIVER CLEARING 2026 BID	2 OF 6



REVISION NO.	REVISION	DATE	DRAWN	CHECKED	APPROVED

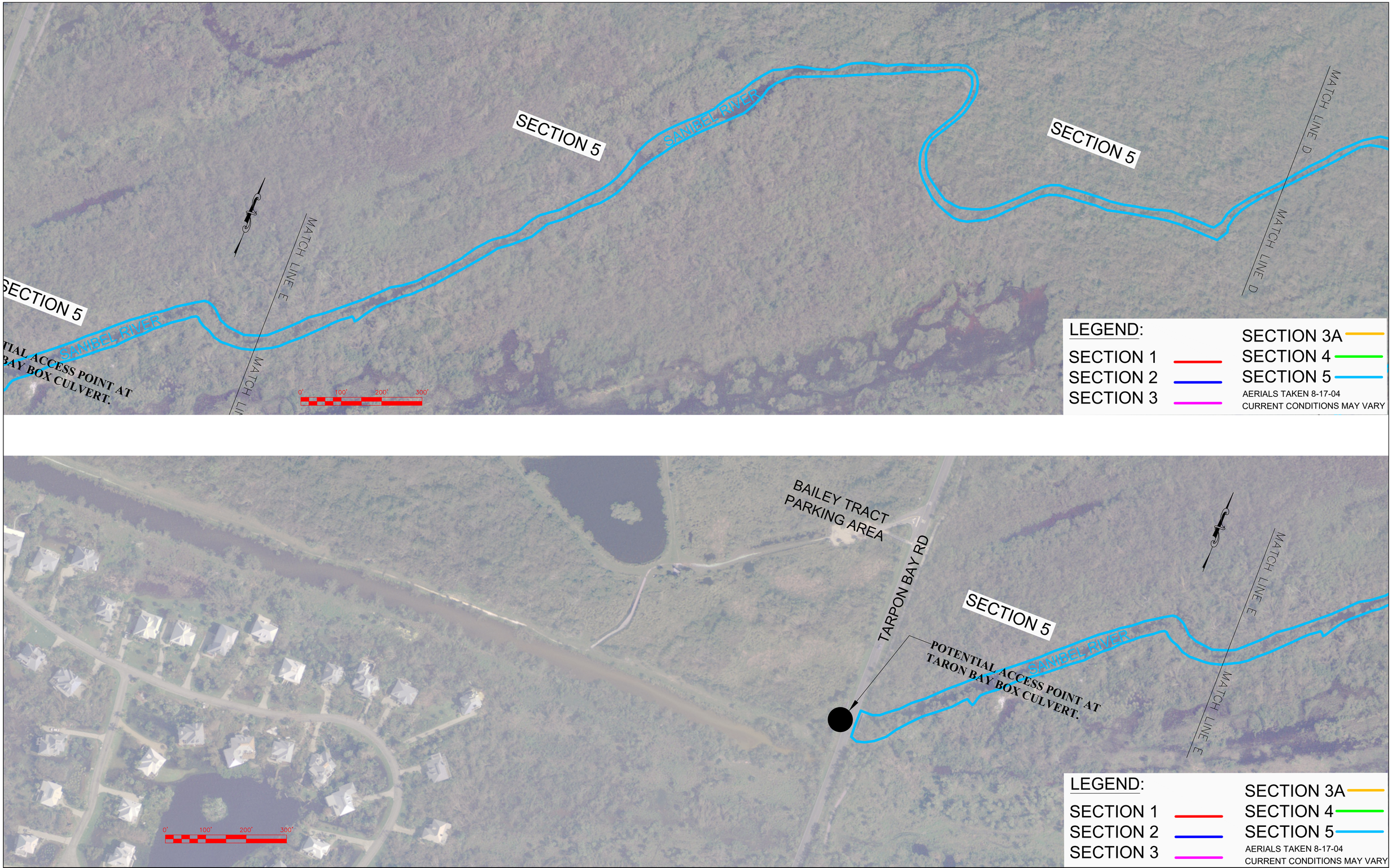
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

DATE: APRIL 10, 2026
SCALE: see above
DRAWN BY: SBK CHECKED BY:
APPROVED BY:

2026 SANIBEL RIVER CLEARING PROJECT

AERIAL VIEW

SEC. – TWP. – RGE.	PROJECT FILE	SHEET NUMBER
25,26–46–22;30–46–23	RIVER CLEARING 2026 BID	3 OF 6



REVISION NO.	REVISION	DATE	DRAWN	CHECKED	APPROVED

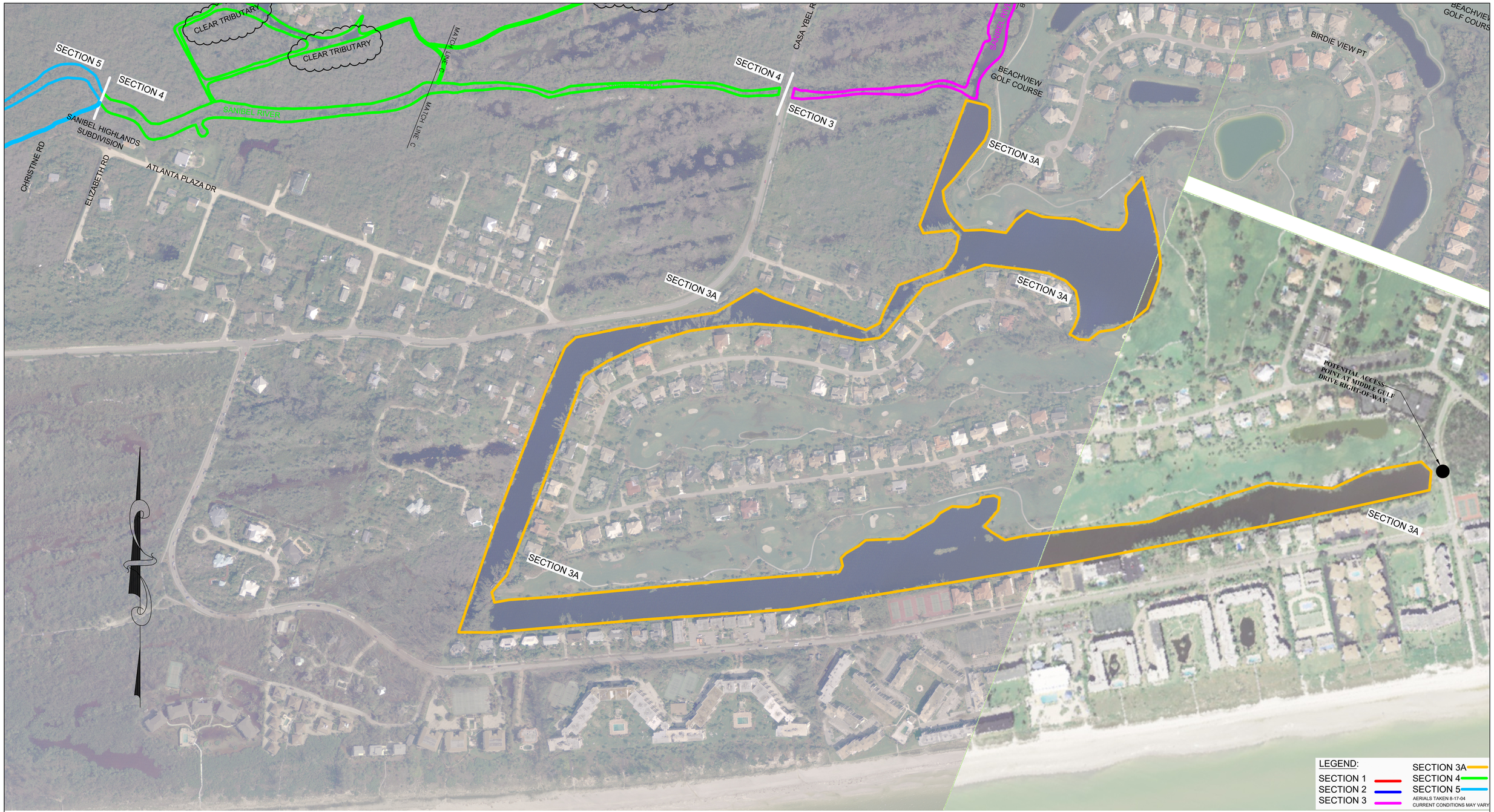
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

DATE: APRIL 10, 2026
SCALE: see above
DRAWN BY: SBK CHECKED BY:
APPROVED BY:

2026 SANIBEL RIVER CLEARING PROJECT

AERIAL VIEW

SEC. – TWP. – RGE.	PROJECT FILE	SHEET NUMBER
25,26–46–22;30–46–23	RIVER CLEARING 2026 BID	4 OF 6



REVISION NO.	REVISION	DATE	DRAWN	CHECKED	APPROVED

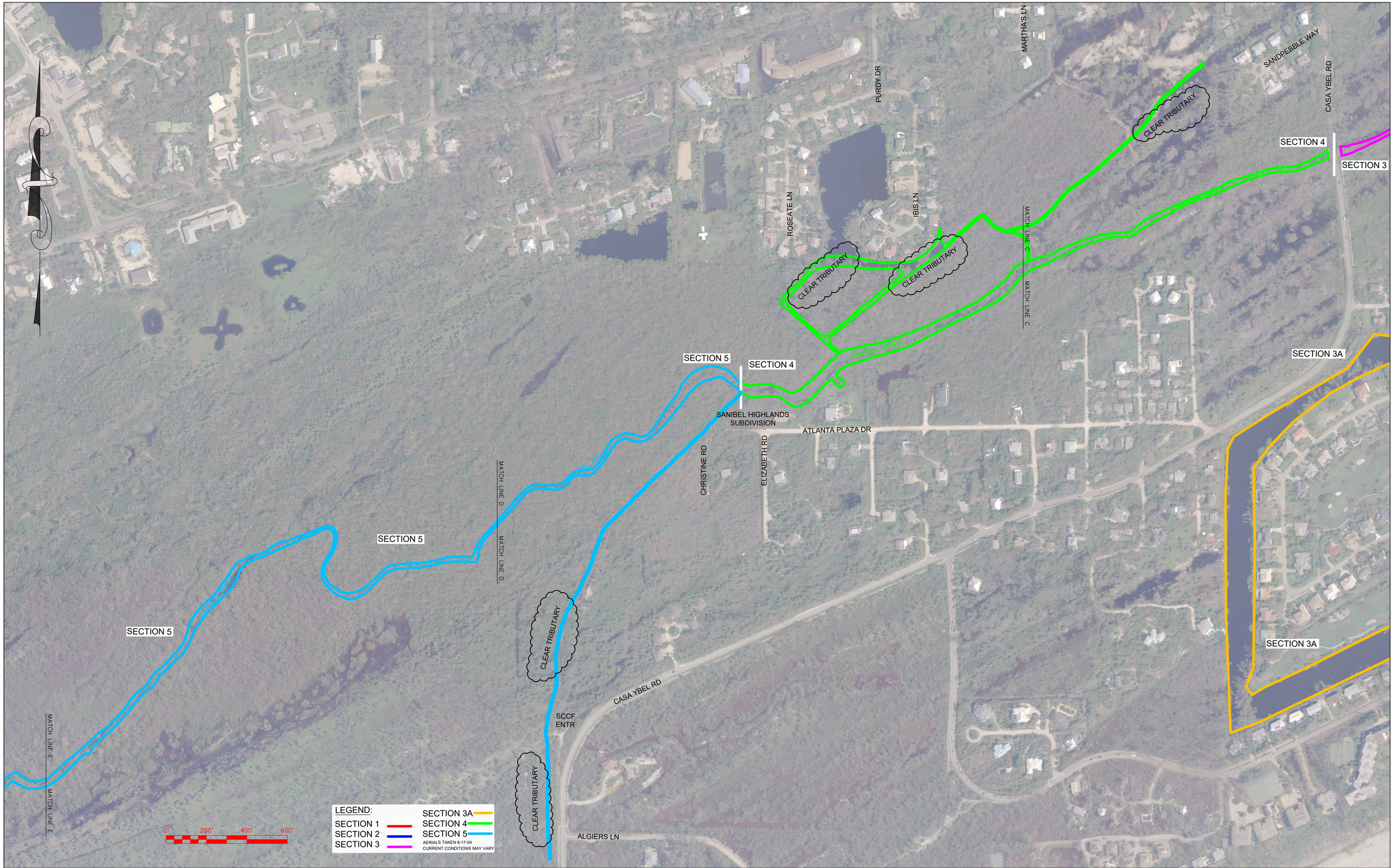
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

DATE: APRIL 10, 2026
SCALE: see above
DRAWN BY: SBK CHECKED BY:
APPROVED BY:

2026 SANIBEL RIVER CLEARING PROJECT

AERIAL VIEW

SEC. – TWP. – RGE.	PROJECT FILE	SHEET NUMBER
25,26–46–22;30–46–23	RIVER CLEARING 2026 BID	5 OF 6



REVISION NO.	REVISION	DATE	DRAWN	CHECKED	APPROVED

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

DATE: APRIL 10, 2026
SCALE: see above
DRAWN BY: SBK CHECKED BY:
APPROVED BY:

2026 SANIBEL RIVER CLEARING PROJECT

AERIAL VIEW (TRIBUTARIES)

SEC. – TWP. – RGE.	PROJECT FILE	SHEET NUMBER
25,26–46–22;30–46–23	RIVER CLEARING 2026 BID	6 OF 6

City of Sanibel

ADDENDUM NO. 1
April 30, 2026

RE: 2026 Sanibel River Clearing Project (ITB-PW-6-2026/BS) Proposal due date: May 21, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: In the areas labeled "Clear Tributary" on Sheet 6 of 6 in the plans, is the contractor expected to clear the entire circled area, or only the existing open water of downed debris? As I see it, the contractor must completely clear the circled area to create an open area for flow. Can you please clarify this work?

Response No. 1: The contractor is required to clear the Sanibel River tributary marked with colored lines. Green lines for Section 4 and blue lines for Section 5. The cloud circled text “CLEAR TRIBUTARY” does not require clearing and only identifies the area as a tributary.

Question No. 2: Is the scope of work limited to clearing debris and overhanging vegetation to create a 12' to 15' wide access path through the canals? What is the City's height target for vertical trimming in these areas? And can anything outside this width be left?

Response No. 2: Please see Section 4a of the Technical Specifications, page TS-2.

Question No. 3: The contract requires mangrove trimming. Why must the contractor have a City-licensed trimmer? Can this requirement be removed? A Florida licensed trimmer should be satisfactory.

Response No. 3: Yes, this can be removed if the vendor has a valid State of Florida Licensed trimmer. If not, they will be required to obtain a City of Sanibel Business Tax Receipt (BTR) at that time prior to the start of work.

Question No. 4: Because of the past hurricane seasons, can the City add a C&D cubic yard line item for unexpected hurricane or C&D debris?

Response No .4: The State of Florida performed extensive clearing and removal of C&D in all the river sections following the hurricanes. Removal of C&D will remain in the lump sum bid item for each river section.

Question No. 5: Bid details say, "Natural woody and other vegetative debris shall be hauled to a designated disposal area to be disposed of". Does the City have designated disposal areas for this debris?
What about other debris types encountered? Where should this be hauled?

Response No. 5: Please see Section 10 of the Technical Specifications, page TS-5.

Question No. 6: Can you confirm that an ecologist or environmental personnel with a relevant degree must be on site during all trimming operations?

Response No. 6: Ecologist or Environmental Consultant is required to inspect the area to be trimmed prior to the start of any clearing work. They will identify and mark any areas of active bird nesting locations. Ecologist or Environmental Consultant will be required to be onsite during trimming/clearing only when work is adjacent to an area identified as an active bird nest location.

Question No.7: Please confirm that chainsaws are approved for work.

Response No.7: Yes, please see Section 8 of the Technical Specifications, page TS-5

Question No.8: Can the "designated launching areas" identified on the plans be cleared for better operations?

Response No.8: Yes, they can be trimmed for improved access within reason and consultation of the contractual ecologist or environmental consultant.

Question No.9: Are these canals deep enough for motors?

Response No.9: Please see Section 8 of the Technical Specifications, page TS-5 for equipment requirements. It will be up to the contractor to verify the types of motors that can operate within the depths of the river. The river depth will vary with rainfall received.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-PW-6-2026/BS remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City of Sanibel

ADDENDUM NO. 2
May 4, 2026

RE: 2026 Sanibel River Clearing Project (ITB-PW-6-2026/BS) Proposal due date: May 21, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Were you satisfied with the last awardee (Tree West) of this project? Would the City use that awardee again?

Response No. 1: Yes.

Question No. 2: Please provide the amount the last awardee was awarded the contract for including any change orders, and was it for the same scope?

Response No. 2: $94,500 in FY2025

Question No. 3: Visual inspection shows that the river areas have been "cut and tossed" but not removed or disposed of. Is this from the last awardee or debris cutting by The City of Sanibel?

Response No. 3: All debris must be hauled offsite to 750 Dunlop Rd. See Technical Specification Section 10 (page TS-5).

Question No. 4: If the last awardee cut and tossed the answer to Q3, please note if this is allowed in the current scope as it drastically changes the pricing.

Response No .4: All debris must be hauled offsite to 750 Dunlop Rd. See Technical Specification Section 10 (page TS-5).

Question No. 5: Please confirm the anticipated budget for this project.

Response No. 5: $120,000

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-PW-6-2026/BS remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

CITY OF SANIBEL
MEETING MINUTES: BID OPENING
May 21, 2026 at 2:30 p.m.

Sanibel River Clearing Project

MEETING START TIME: 2:30

MEETING END TIME: 2:38

LOCATION: Finance office City Hall

NUMBER OF ATTENDEES (SEE SIGN IN SHEET FOR NAMES): 2

MEETING MINUTES:

Four Bids Received, Tree West came in with the lowest Bid. See Bid Tabulation sheet.

CITY OF SANIBEL
BID RESULTS

Sanibel River Clearing Project

May 21, 2026 at 2:30 p.m.

No.	Name	Bid Included		Bond	Addendums
1	Earth Tech	153,418.81		✓	✓ 1+2
2	Tree West	86,500		✓	✓
3	Zulu Marine	262,947		✓	✓
4	Rapid Response	99,452.46		✓	✓
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14					
15					

CITY OF SANIBEL
SIGN-IN SHEET: BID OPENING
May 21, 2026 at 2:30 p.m.

Sanibel River Clearing Project

No.	Name	Organization	Telephone
1	Brett Schirg	City of Sanibel	239-472-9615
2	Scott Krawczuk	City of Sanibel	239-472-6377
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AGENDA MEMORANDUM *Public Works Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Joshua Holler, Superintendent of Streets and Parks

Through: Alfred J. Mittl, P.E., Public Works Director

Date: 5/20/2026

SUBJECT: Professional Engineering Services - Sanibel Fishing Pier Replacement Project

Consider approval for engineering and construction management services related to the Fishing Pier Replacement Project, in the amount of $278,344.00, with Stantec Consulting Services for Hurricane Ian-related replacement of the Sanibel Fishing Pier and authorize the City Manager to execute the contract.

BACKGROUND: The Sanibel Fishing Pier sustained significant damage as a result of recent hurricanes and coastal storm events. Due to the extent of the damage and the importance of the pier as a valued recreational and community asset, the City has been actively pursuing both temporary and long-term solutions to restore public access and functionality.

A temporary repair project is currently underway to allow the existing pier to safely reopen for public use while plans for a permanent replacement structure are developed. Construction for the temporary repair project is anticipated to commence in the summer of 2026 and is being funded through generous community donations and related funding efforts. These temporary repairs are intended to extend the operational life of the existing pier until construction of the new replacement pier can be completed.

Staff recommends that the City retain Stantec to provide professional engineering services for the Fishing Pier Replacement Project. Stantec has extensive experience with coastal infrastructure, marine structures, permitting coordination, and public waterfront facilities. Their services would include, but not be limited to:

- Project design and engineering
- Environmental and regulatory permitting
- Coordination with state and federal agencies
- Bid and construction document preparation
- Limited construction administration and project management services
- Public coordination and stakeholder engagement support

As part of the replacement project, staff recommend relocating the new fishing pier from its current

location to the west side of the Lighthouse property on the bayside, just north of the small overflow parking lot or just west of the existing location. Relocating the pier to the overflow lot area offers several operational and logistical advantages, including improved site access, enhanced resiliency opportunities, and the ability to maintain public fishing access during construction activities.

With the proposed relocation, the existing fishing pier can remain operational and available for public use while the new pier is being constructed. Upon completion and opening of the new facility, the existing damaged pier would then be demolished and removed. This phased approach minimizes disruption to residents and visitors while maintaining one of the City's most iconic waterfront amenities throughout the construction process.

In addition to improving resiliency and long-term operational sustainability, the proposed relocation provides opportunities to integrate the pier replacement project into the broader Lighthouse Beach Park improvement initiatives currently under evaluation. This includes future considerations related to parking, circulation, drainage improvements, shoreline resiliency, and enhanced public amenities within the Lighthouse property.

The city is currently under a Professional Services Agreement with Stantec Consulting Services for engineering services related to Hurricane Ian recovery efforts, extending through September 30, 2028. The estimated cost for the necessary professional services is $278,344.00.

FUNDING SOURCE: Below is a summary of the funding required for this project.

Funding Summary	Amount
Engineering Services Project Cost (Beach Parking Capital Budget 4704100 - 663000)	$258,344.00
Contingency (Beach Parking Capital Budget 4704100 - 663000)	$20,000.00
Total Proposed Engineering Costs	**$278,344.00**

RECOMMENDED ACTION:

Staff respectfully request Council authorization to move forward with executing an agreement with Stantec Consulting Services for professional engineering services associated with the Fishing Pier Replacement Project.

Motion to award the professional services for the Fishing Pier Replacement Project to Stantec Consulting Services in the amount of $278,344.00, and to authorize the City Manager to execute the contract.

City of Sanibel – Fishing Pier Replacement
Approval of Professional Services Proposal by Stantec Consulting Services

This agreement constitutes a work order made through and under the Professional Services Agreement between CITY and CONSULTANT for Hurricane Ian Architectural and Engineering professional services dated October 3, 2023, the terms and conditions of which are still in full force and effect, except as modified herein.

Services not set forth, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any service not specifically identified and/or otherwise described in this Proposal.

SCOPE OF SERVICES

PROFESSIONAL SERVICE OF THE CONSULTANT:

The CONSULTANT shall provide Professional Engineering and Permitting Services for the full in-kind replacement of the Sanibel City Pier, in a new location within Lighthouse Beach Park. The Professional Services shall include environmental permitting services, survey services, design services for the preparation of construction bid documents, Geotechnical Services, and post design services for construction oversight.

Task 1 – Project Management Services

The CONSULTANT shall initiate and manage the project, define roles and milestones, coordinate with CITY staff, and conduct regular progress meetings throughout the evaluation and design phases.

The CONSULTANT shall upkeep a Microsoft Project schedule and convey bi-weekly update emails to report progress with CITY staff.

Task 2 – Survey Services

- Specific Purpose Topographic Surveys

  The CONSULTANT will perform services to locate ground features, water depth, pier, and pilings within a 100’ x 275’ area around the pier. The CONSULTANT shall also define the west boundary line of the property to define the riparian boundary. Locations shall be in state plane Florida West Zone with a vertical Datum of NAVD88. The CONSULTANT will also establish a control network for topographic survey effort. Data collected will be delivered with digital delivery (AutoCAD Civil3D) to engineers for design purposes. The specific purpose survey will be prepared and delivered in digital AutoCAD format in accordance with the “The Standards of Practice for Surveying in the State of Florida”, Section 5J-17.05, Florida Administrative Code and Chapter 472, Florida Statutes.

Task 3 – Geotechnical Services

The CONSULTANT shall perform geotechnical services to evaluate the soil conditions for design. Two (2) Standard Penetration Test borings shall be performed to a depth of 75-ft. Boring location shall be identified using a Global Positioning System (GPS) unit and performed using a barge-mounted drill rig.

The summary of the findings and design data recommendations shall be summarized in a geotechnical report.

Task 4 – Design Services

- Project Management

  The CONSULTANT shall coordinate with CITY and internal CONSULTANT staff, permitting agencies, and project stakeholders as required to complete the project scope within the schedule identified. The CONSULTANT shall also prepare and submit progress reports with each monthly invoice.

- Configuration Memo

  The CONSULTANT shall prepare a Configuration Memo showing three (3) geometry and layout options for the proposed pier for the City to review and convey the preferred design approach.

- Design & Construction Plans

  The CONSULTANT shall prepare signed and sealed construction plans for the pier replacement. The pier design shall include a similar or in-kind replacement including a building code compliant railing, timber deck, shade structure, fish cleaning stations, security lighting, and concrete bents and piles.

  The design of the foundation shall include wave forces based on numerical methods and include the effects of scour. The design assumes that an increase in the deck elevation will be evaluated to mitigate storm surge.

  The CONSULTANT shall prepare construction plans detailing all aspects of the proposed work including the following:

  - Key Sheet
  - Summary of Quantities
  - General Notes
  - Construction and Demolition Plan
  - Site Plan
  - Plan and Elevation
  - Foundation Layout
  - Pile Data Table
  - Bent Details
  - Typical Sections
  - Framing Plan
  - Railing Details
  - Shade Structure Details

The CONSULTANT shall submit 60%, and 100% deliverables.

Exclusions

1. A coastal analysis to model the wave forces is not included in this scope of work. Wave forces will be based on numerical methods that utilize general site conditions.
2. A sea level rise assessment is not included in this scope of work.
3. Building permit applications

- Technical Specifications

  The construction plans shall follow the FDOT Standard Specifications for Road and Bridge Construction. The CONSULTANT shall prepare technical specifications for all items not covered in the Standard Specifications.

- Construction Cost Opinion

  The CONSULTANT shall prepare bid quantities that include all bid items consistent with FDOT item numbering, which comprise the project design. Bid items will include reference to applicable FDOT measurement and payment items.

  The CONSULTANT shall prepare an estimate of probable construction cost for the design. The CONSULTANT shall utilize local and FDOT unit cost data along with previous similar project bid information as available.

Task 5 – Public Involvement

The CONSULTANT shall provide public involvement services to support the fishing pier project. The scope of work includes preparing and delivering a presentation to the City Council, developing exhibits for presentation to the public, and hosting a public meeting.

- City Council Presentation

  The CONSULTANT will prepare a concise presentation outlining the project purpose, limitations, schedule, anticipated impacts, and anticipated environmental permitting requirements. The CONSULTANT shall prepare and provide Microsoft PowerPoint slides, speaking notes, and written summary. The CONSULTANT shall attend one (1) City Council meeting to deliver the presentation and support questions and answers.

- Public Meeting Materials & Graphics

  The CONSULTANT will prepare graphics and renderings of the project drawings, existing conditions, proposed improvements and schedule. The CONSULTANT shall prepare Microsoft PowerPoint slides, display boards, comment forms (paper and online), and handouts. Public meeting material shall be provided to the CITY for website and social media outreach.

- Public Meeting

  The CONSULTANT will attend and coordinate the logistics for one (1) public meeting. This includes the venue setup, conducting the meeting, comment collection, and attending topic stations.

  The CITY will be responsible for the virtual component and recording of the meeting as necessary. The CITY will also be responsible for sending out public notices and paying the cost of any fees or deposits associated with the venue.

- Public Feedback Compilation & Analysis

  The CONSULTANT will assemble comments from the public meeting, online forms, emails, and written submissions. The public feedback will be organized and categorized to identify themes, document issues, and highlight priorities. The CONSULTANT shall prepare a public involvement Summary Evaluation with a response-to-comments matrix.

Task 6 – Environmental Permitting Services

- Desktop and Field Assessments

  The CONSULTANT will perform a desktop analysis to determine if protected species may occur or are likely to occur in the region, existing habitat types, benthic resource data, land use, soil types, and historical permitting records. This information will be included in the Environmental Narrative and used for agency consultation and permit applications. A field review will be conducted to verify desktop data, identify existing conditions, and determine potential natural resource involvement in order to prepare for impact analysis. The field review will include a preliminary assessment to identify potential protected species and habitat within 25ft of proposed work, including a baseline benthic resource survey. Seagrass surveys are only valid for one year and must be conducted during peak growing season between June 1st and September 30th. The field review will utilize two field staff for one day to conduct seagrass and coral mapping and determine potential presence of other protected natural resources. The field results will be compiled into the Environmental Narrative for review and permitting.

- Environmental Permitting Applications

  The CONSULTANT will attend two (2) pre-application meetings with regulatory agencies to introduce the project and identify any environmental concerns that may be present early in the review process. It is anticipated that the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) will be the permitting agencies, and the Florida Fish and Wildlife Conservation Commission (FWC), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and Florida Department of Historic Resources (DHR) will be the commenting agencies.

  The following permits are anticipated to be required:

  1. U.S. Army Corps of Engineer (USACE) Standard Permit
  2. State of Florida Environmental Resource Program (ERP) Individual Permit with Sovereign Submerged Land (SSL) Letter of Consent

The CONSULTANT will prepare application forms and supporting documentation for state and federal authorizations. It is assumed that no impacts to cultural resources, protected species, or water resources are proposed and that the project will be designed to meet the criteria of the authorizations noted above. No mitigation planning is anticipated. The CONSULTANT will respond to up to six (6) total RAIs, and coordinate with the agencies via email and teleconference. No agency field meeting is expected to be required. No Coastal Construction Control Line (CCCL) permitting is anticipated to be required, as the project is landward of the CCCL line and assumed to qualify for exemption 62B-33.004(9)(e), F.A.C. No SSL lease is expected to be required, as the project as described is anticipated to qualify for a letter of consent.

- Assumptions:

1. The CITY is responsible for payment of agency fees. No local-level permitting (County or City authorizations) are included in this Scope.
2. No resources will trigger additional agency requests, such as consultations or reporting relating to cultural resources or in-water flora and fauna.
3. Should the project design exceed thresholds to qualify for the permitting pathways detailed herein, elevated permitting efforts will be provided through a change order.
4. Drawings, plans, etc. prepared by the CONSULTANT and submitted as part of the permit application will not be revised in response to a redesign or re-engineering of the project outside the control of the CONSULTANT.

Task 7 – Additional Services

The CONSULTANT may provide additional services as requested by the CITY on an as-needed basis. These services may include additional permitting, public involvement and presentations and/or other requested services. An allowance of $20,000.00 has been included in the grand total project fee and will only be billed with prior written authorization from the CITY.

Task 8 – Bid Phase Services

- Pre-Bid Meeting

  The CONSULTANT shall attend one virtual pre-bid meeting.

- Bid Question Responses

  The CONSULTANT shall assist the CITY with timely responses to questions from bidders.

- Bid Review and Recommendation of Award

  The CONSULTANT shall prepare a bid tabulation, an evaluation of bid submittals, and provide a letter of recommendation of award.

Task 9 – Post Design Services

- Project Management

  The CONSULTANT shall coordinate with the CITY and regarding construction schedules and progress updates. The CONSULTANT shall also prepare and submit progress reports with each monthly invoice.

- Reviews
  The CONSULTANT shall review contractor submittals and provide responses to requests for information (RFI's) and requests for modification (RFM's), as well as perform a review of contractor pay applications.

  It is assumed for this scope of work that the day-to-day construction oversight will be performed by the CITY. Material testing is not included in this scope of services.

- Site Visits

  The CONSULTANT shall perform a total of (5) site visits during the construction phase. This shall include one (1) on-site pre-construction meeting, one (3) progress site review, and one (1) final walk through and punch list generation.

SCHEDULE

The scope of services will be performed in accordance with the following schedule:

Description	Start (days from NTP)	End (days from NTP)
Task 1 – Project Management Services	1	
Task 2 – Survey Services	15	45
Task 3 – Geotechnical Services	15	45
Task 4 – Design Services		
Configuration Memo	1	30
City Council Presentation	30	60
60% Design Submittal	30	105
Public Meeting Presentation	90	150
100% Design Submittal	150	210
Task 5 – Public Involvement Services	30	150
Task 6 – Environmental Permitting Applications	90	120
Task 8 – Bid Phase Services	as needed per the CITY's bid schedule.	
Task 9 – Post Design Services	as needed per the construction schedule.	

Note: This schedule does not include the issuance of environmental permits. The exact timeline is not known, but the USACE Nationwide Permit has taken approximately 18 months to process on recent similar projects.

COMPENSATION

The Price Proposal submitted by CONSULTANT attached hereto as Exhibit A is accepted and summarized as follows:

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached as Exhibit B. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give CITY written notice thereof. Promptly thereafter CITY and CONSULTANT shall review the matter of compensation for such Services, and either CITY shall accede to such compensation exceeding said estimated amounts or CITY and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are complete. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before CITY and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For the services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Price Proposal", the CITY shall compensate the CONSULTANT as follows:

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 1 – Project Management Services	$8,830.00	LS
Task 2 – Survey Services	$13,551.00	LS
Task 4 – Design Services	$73,823.00	LS
Task 5 – Public Involvement Services	$34,850.00	LS
Task 6 – Environmental Permitting Services	$43,596.00	LS
Task 8 – Bid Phase Services	$2,166.00	LS
Task 9 – Post Design Services	$14,558.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES	**$176,816.00 $14,558.00**	**LS T&M**

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the CITY shall compensate the CONSULTANT as follows:

SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 3 – Geotechnical Services	$65,970.00	LS
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES	**$65,970.00**	**LS**

For reimbursable expenses of CONSULTANT, the CITY shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Airline Fares, hotels, rental car, fuel, courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project	$1,000.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	**$1,000.00**	**LS**

For additional services provided and performed by CONSULTANT as directed with a written authorization from the CITY, the CITY shall compensate the CONSULTANT as follows:

ADDITIONAL SERVICES ALLOWANCE	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 7 – Additional Services	$20,000.00	T&M
TOTAL COMPENSATION FOR ADDITIONAL SERVICES ALLOWANCE	**$20,00000**	**T&M**

TOTAL COMPENSATION INCLUDING CONSULTANT'S SERVICES, SUB-CONSULTANT'S SERVICES & REIMBURSABLE EXPENSES	**$278,344.00**	

EXHIBITS

This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A "Price Proposal"
Exhibit B "Standard Billing Rate Schedule"

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date above.

OWNER:	**CONSULTANT:**
CITY OF SANIBEL	**COMPANY NAME**
Signature	Signature
By: Dana Souza	By: Christopher Gamache
Title City Manager	Title Principal

City of Sanibel – Fishing Pier Replacement
Approval of Professional Services Proposal by Stantec Consulting Services

This agreement constitutes a work order made through and under the Professional Services Agreement between CITY and CONSULTANT for Hurricane Ian Architectural and Engineering professional services dated October 3, 2023, the terms and conditions of which are still in full force and effect, except as modified herein.

Services not set forth, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any service not specifically identified and/or otherwise described in this Proposal.

SCOPE OF SERVICES

PROFESSIONAL SERVICE OF THE CONSULTANT:

The CONSULTANT shall provide Professional Engineering and Permitting Services for the full in-kind replacement of the Sanibel City Pier, limited to the existing footprint, located within Lighthouse Beach Park. The Professional Services shall include environmental permitting services, survey services, design services for the preparation of construction bid documents, Geotechnical Services, and post design services for construction oversight.

Task 1 – Project Management Services

The CONSULTANT shall initiate and manage the project, define roles and milestones, coordinate with CITY staff, and conduct regular progress meetings throughout the evaluation and design phases.

The CONSULTANT shall upkeep a Microsoft Project schedule and convey bi-weekly update emails to report progress with CITY staff.

Task 2 – Survey Services

- Specific Purpose Topographic Surveys

  The CONSULTANT will perform services to locate ground features, water depth, pier, and pilings within a 100’ x 275’ area around the pier. The CONSULTANT shall also define the west boundary line of the property to define the riparian boundary. Locations shall be in state plane Florida West Zone with a vertical Datum of NAVD88. The CONSULTANT will also establish a control network for topographic survey effort. Data collected will be delivered with digital delivery (AutoCAD Civil3D) to engineers for design purposes. The specific purpose survey will be prepared and delivered in digital AutoCAD format in accordance with the “The Standards of Practice for Surveying in the State of Florida”, Section 5J-17.05, Florida Administrative Code and Chapter 472, Florida Statutes.

Task 3 – Geotechnical Services

The CONSULTANT shall perform geotechnical services to evaluate the soil conditions for design. Two (2) Standard Penetration Test borings shall be performed to a depth of 75-ft. Boring location shall be identified using a Global Positioning System (GPS) unit and performed using a barge-mounted drill rig.

The summary of the findings and design data recommendations shall be summarized in a geotechnical report.

Task 4 – Design Services

- Project Management

  The CONSULTANT shall coordinate with CITY and internal CONSULTANT staff, permitting agencies, and project stakeholders as required to complete the project scope within the schedule identified. The CONSULTANT shall also prepare and submit progress reports with each monthly invoice.

- Configuration Memo

  The CONSULTANT shall prepare a Configuration Memo showing three (3) geometry and layout options for the proposed pier for the City to review and convey the preferred design approach.

- Design & Construction Plans

  The CONSULTANT shall prepare signed and sealed construction plans for the pier replacement. The pier design shall include a similar or in-kind replacement including a building code compliant railing, timber deck, shade structure, fish cleaning stations, security lighting, and concrete bents and piles.

  The design of the foundation shall include wave forces based on numerical methods and include a the effects of scour. The design assumes that the pier will remain within the footprint of the existing pier, but an increase in the deck elevation will be evaluated to mitigate storm surge.

  The CONSULTANT shall prepare construction plans detailing all aspects of the proposed work including the following:

  - Key Sheet
  - Summary of Quantities
  - General Notes
  - Construction and Demolition Plan
  - Site Plan
  - Plan and Elevation
  - Foundation Layout
  - Pile Data Table
  - Bent Details
  - Typical Sections
  - Framing Plan
  - Railing Details
  - Shade Structure Details

The CONSULTANT shall submit 60%, and 100% deliverables.

Exclusions

1. A coastal analysis to model the wave forces is not included in this scope of work. Wave forces will be based on numerical methods that utilize general site conditions.
2. A sea level rise assessment is not included in this scope of work.
3. Building permit applications

- Technical Specifications

  The construction plans shall follow the FDOT Standard Specifications for Road and Bridge Construction. The CONSULTANT shall prepare technical specifications for all items not covered in the Standard Specifications.

- Construction Cost Opinion

  The CONSULTANT shall prepare bid quantities that include all bid items consistent with FDOT item numbering, which comprise the project design. Bid items will include reference to applicable FDOT measurement and payment items.

  The CONSULTANT shall prepare an estimate of probable construction cost for the design. The CONSULTANT shall utilize local and FDOT unit cost data along with previous similar project bid information as available.

Task 5 – Public Involvement

The CONSULTANT shall provide public involvement services to support the fishing pier project. The scope of work includes preparing and delivering a presentation to the City Council, developing exhibits for presentation to the public, and hosting a public meeting.

- City Council Presentation

  The CONSULTANT will prepare a concise presentation outlining the project purpose, limitations, schedule, anticipated impacts, and anticipated environmental permitting requirements. The CONSULTANT shall prepare and provide Microsoft PowerPoint slides, speaking notes, and written summary. The CONSULTANT shall attend one (1) City Council meeting to deliver the presentation and support questions and answers.

- Public Meeting Materials & Graphics

  The CONSULTANT will prepare graphics and renderings of the project drawings, existing conditions, proposed improvements and schedule. The CONSULTANT shall prepare Microsoft PowerPoint slides, display boards, comment forms (paper and online), and handouts. Public meeting material shall be provided to the CITY for website and social media outreach.

- Public Meeting

  The CONSULTANT will attend and coordinate the logistics for one (1) public meeting. This includes the venue setup, conducting the meeting, comment collection, and attending topic stations.

  The CITY will be responsible for the virtual component and recording of the meeting as necessary. The CITY will also be responsible for sending out public notices and paying the cost of any fees or deposits associated with the venue.

- Public Feedback Compilation & Analysis

  The CONSULTANT will assemble comments from the public meeting, online forms, emails, and written submissions. The public feedback will be organized and categorized to identify themes, document issues, and highlight priorities. The CONSULTANT shall prepare a public involvement Summary Evaluation with a response-to-comments matrix.

Task 6 – Environmental Permitting Services

- Desktop and Field Assessments

  The CONSULTANT will perform a desktop analysis to determine if protected species may occur or are likely to occur in the region, existing habitat types, benthic resource data, land use, soil types, and historical permitting records. This information will be included in the Environmental Narrative and used for agency consultation and permit applications. A field review will be conducted to verify desktop data, identify existing conditions, and determine potential natural resource involvement in order to prepare for impact analysis. The field review will include a preliminary assessment to identify potential protected species and habitat within 25ft of proposed work, including a baseline benthic resource survey. Seagrass surveys are only valid for one year and must be conducted during peak growing season between June 1st and September 30th. The field review will utilize two field staff for one day to conduct seagrass and coral mapping and determine potential presence of other protected natural resources. The field results will be compiled into the Environmental Narrative for review and permitting.

- Environmental Permitting Applications

  The CONSULTANT will attend two (2) pre-application meetings with regulatory agencies to introduce the project and identify any environmental concerns that may be present early in the review process. It is anticipated that the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE) will be the permitting agencies, and the Florida Fish and Wildlife Conservation Commission (FWC), U.S. Fish and Wildlife Service (USFWS), National Marine Fisheries Service (NMFS), and Florida Department of Historic Resources (DHR) will be the commenting agencies.

  The following permits are anticipated to be required:

  1. U.S. Army Corps of Engineer (USACE) Standard Permit
  2. State of Florida Environmental Resource Program (ERP) Individual Permit with Sovereign Submerged Land (SSL) Letter of Consent

The CONSULTANT will prepare application forms and supporting documentation for state and federal authorizations. It is assumed that no impacts to cultural resources, protected species, or water resources are proposed and that the project will be designed to meet the criteria of the authorizations noted above. No mitigation planning is anticipated. The CONSULTANT will respond to up to six (6) total RAIs, and coordinate with the agencies via email and teleconference. No agency field meeting is expected to be required. No Coastal Construction Control Line (CCCL) permitting is anticipated to be required, as the project is landward of the CCCL line and assumed to qualify for exemption 62B-33.004(9)(e), F.A.C. No SSL lease is expected to be required, as the project as described is anticipated to qualify for a letter of consent.

- Assumptions:

1. The CITY is responsible for payment of agency fees. No local-level permitting (County or City authorizations) are included in this Scope.
2. No resources will trigger additional agency requests, such as consultations or reporting relating to cultural resources or in-water flora and fauna.
3. Should the project design exceed thresholds to qualify for the permitting pathways detailed herein, elevated permitting efforts will be provided through a change order.
4. Drawings, plans, etc. prepared by the CONSULTANT and submitted as part of the permit application will not be revised in response to a redesign or re-engineering of the project outside the control of the CONSULTANT.

Task 7 – Additional Services

The CONSULTANT may provide additional services as requested by the CITY on an as-needed basis. These services may include additional permitting, public involvement and presentations and/or other requested services. An allowance of $20,000.00 has been included in the grand total project fee and will only be billed with prior written authorization from the CITY.

Task 8 – Bid Phase Services

- Pre-Bid Meeting

  The CONSULTANT shall attend one virtual pre-bid meeting.

- Bid Question Responses

  The CONSULTANT shall assist the CITY with timely responses to questions from bidders.

- Bid Review and Recommendation of Award

  The CONSULTANT shall prepare a bid tabulation, an evaluation of bid submittals, and provide a letter of recommendation of award.

Task 9 – Post Design Services

- Project Management

  The CONSULTANT shall coordinate with the CITY and regarding construction schedules and progress updates. The CONSULTANT shall also prepare and submit progress reports with each monthly invoice.

- Reviews
  The CONSULTANT shall review contractor submittals and provide responses to requests for information (RFI's) and requests for modification (RFM's), as well as perform a review of contractor pay applications.

  It is assumed for this scope of work that the day-to-day construction oversight will be performed by the CITY. Material testing is not included in this scope of services.

- Site Visits

  The CONSULTANT shall perform a total of (5) site visits during the construction phase. This shall include one (1) on-site pre-construction meeting, one (3) progress site review, and one (1) final walk through and punch list generation.

SCHEDULE

The scope of services will be performed in accordance with the following schedule:

Description	Start (days from NTP)	End (days from NTP)
Task 1 – Project Management Services	1	
Task 2 – Survey Services	15	45
Task 3 – Geotechnical Services	15	45
Task 4 – Design Services		
Configuration Memo	1	30
City Council Presentation	30	60
60% Design Submittal	30	105
Public Meeting Presentation	90	150
100% Design Submittal	150	210
Task 5 – Public Involvement Services	30	150
Task 6 – Environmental Permitting Applications	90	120
Task 8 – Bid Phase Services	as needed per the CITY's bid schedule.	
Task 9 – Post Design Services	as needed per the construction schedule.	

Note: This schedule does not include the issuance of environmental permits. The exact timeline is not known, but the USACE Nationwide Permit has taken approximately 18 months to process on recent similar projects.

COMPENSATION

The Price Proposal submitted by CONSULTANT attached hereto as Exhibit A is accepted and summarized as follows:

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule in effect at the time the services are rendered. The current standard billing rate schedule is attached as Exhibit B. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services in Exhibit A, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give CITY written notice thereof. Promptly thereafter CITY and CONSULTANT shall review the matter of compensation for such Services, and either CITY shall accede to such compensation exceeding said estimated amounts or CITY and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are complete. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before CITY and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

For the services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Price Proposal", the CITY shall compensate the CONSULTANT as follows:

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 1 – Project Management Services	$8,830.00	LS
Task 2 – Survey Services	$13,551.00	LS
Task 4 – Design Services	$73,823.00	LS
Task 5 – Public Involvement Services	$34,850.00	LS
Task 6 – Environmental Permitting Services	$43,596.00	LS
Task 8 – Bid Phase Services	$2,166.00	LS
Task 9 – Post Design Services	$14,558.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES	**$176,816.00 $14,558.00**	**LS T&M**

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the CITY shall compensate the CONSULTANT as follows:

SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 3 – Geotechnical Services	$65,970.00	LS
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES	**$65,970.00**	**LS**

For reimbursable expenses of CONSULTANT, the CITY shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Airline Fares, hotels, rental car, fuel, courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project	$1,000.00	T&M
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	**$1,000.00**	**LS**

For additional services provided and performed by CONSULTANT as directed with a written authorization from the CITY, the CITY shall compensate the CONSULTANT as follows:

ADDITIONAL SERVICES ALLOWANCE	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M; NTE)
Task 7 – Additional Services	$20,000.00	T&M
TOTAL COMPENSATION FOR ADDITIONAL SERVICES ALLOWANCE	**$20,00000**	**T&M**

TOTAL COMPENSATION INCLUDING CONSULTANT'S SERVICES, SUB-CONSULTANT'S SERVICES & REIMBURSABLE EXPENSES	**$278,344.00**	

Stantec

EXHIBITS

This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A "Price Proposal"
Exhibit B "Standard Billing Rate Schedule"

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date above.

OWNER:	**CONSULTANT:**
CITY OF SANIBEL	**COMPANY NAME**
Signature	Signature
By: Dana Souza	By: Christopher Gamache
Title City Manager	Title Principal

EXHIBIT A - Price Proposal

Description	Senior Structures Project Manager	Engineer	Designer	Project Management Assistant	Senior Environmental Project Manager	Senior Environmental Scientis	Envkronmental Scientist	GIS Specialist	Archaeologist	Landscape Designer	Senior Survey Project Manager	Surveyor	Senior Survey CAD Tech	Expenses	Allowance	Subconsultant
Project Billing Rate	Level 14	Level 10	Level 09	Level 07	Level 13	Level 10	Level 08	Level 08	Level 09	Level 09	Level 13	Level 09	Level 09	Reimb.	Add'l. Serv.	Geotech.
Total Units	$209.00	$152.00	$143.00	$111.00	$189.00	$173.00	$162.00	$162.00	$168.00	$168.00	$209.00	$168.00	$168.00	$1.00	$1.00	$1.00
Fee	165	222	392	42	86	50	88	14	10	40	15	52	10	2,800	20,000	65,970
	$34,485.00	$33,744.00	$56,056.00	$4,662.00	$16,254.00	$8,650.00	$14,256.00	$2,268.00	$1,680.00	$6,720.00	$3,135.00	$8,736.00	$1,680.00	$2,800.00	$20,000.00	$65,970.00

Project Summary	Hours	Labour	Expense	Subs	Total
Fixed Fee	1,100	$174,316.00	$2,500.00	$65,970.00	**$242,786.00**
Time & Material	98	$14,558.00	$21,000.00	$0.00	**$35,558.00**
Total	1,198	$188,874.00	$23,500.00	$65,970.00	**$278,344.00**

	Task Name	Units															Task Type	Hours	Labour	Expense	Subs	Total
1	**Project Management Services**																**Fixed Fee**	**46**	**$8,830.00**	**$0.00**	**$0.00**	**$8,830.00**
1.1	*Project Management*	8			8												*Fixed Fee*	16	$2,560.00	$0.00	$0.00	$2,560.00
1.2	*Bi-Weekly Meetings and Updates*	30															*Fixed Fee*	30	$6,270.00	$0.00	$0.00	$6,270.00
2	**Survey Services**																**Fixed Fee**	**77**	**$13,551.00**	**$0.00**	**$0.00**	**$13,551.00**
2.1	*Topographical Survey*										15	52	10				*Fixed Fee*	77	$13,551.00	$0.00	$0.00	$13,551.00
3	**Geotechnical Services**																**Fixed Fee**	**0**	**$0.00**	**$0.00**	**$65,970.00**	**$65,970.00**
3.1	*SPT Borings & Geotechnical Report*															65,970	*Fixed Fee*	0	$0.00	$0.00	$65,970.00	$65,970.00
4	**Design Services**																**Fixed Fee**	**499**	**$73,823.00**	**$0.00**	**$0.00**	**$73,823.00**
4.1	*Configuration Memo*	4	16	24													*Fixed Fee*	44	$6,700.00	$0.00	$0.00	$6,700.00
4.2	*Pile & Concrete Bent Design*	2	32	64													*Fixed Fee*	98	$14,434.00	$0.00	$0.00	$14,434.00
4.3	*Timber Superstructure Design*	1	20	40													*Fixed Fee*	61	$8,969.00	$0.00	$0.00	$8,969.00
4.4	*Shade Structure Design*	2	16	32													*Fixed Fee*	50	$7,426.00	$0.00	$0.00	$7,426.00
4.5	*Construction Plans*	4	48	152													*Fixed Fee*	204	$29,868.00	$0.00	$0.00	$29,868.00
4.6	*Technical Specifications*	1	24														*Fixed Fee*	25	$3,857.00	$0.00	$0.00	$3,857.00
4.7	*Construction Cost Opinion*	1	8	8													*Fixed Fee*	17	$2,569.00	$0.00	$0.00	$2,569.00
5	**Public Involvement Services**																**Fixed Fee**	**226**	**$34,350.00**	**$500.00**	**$0.00**	**$34,850.00**
5.1	*City Council Presentation*	16		16										250			*Fixed Fee*	32	$5,632.00	$250.00	$0.00	$5,882.00
5.2	*Public Meeting Material & Graphics*	8		24							40						*Fixed Fee*	72	$11,824.00	$0.00	$0.00	$11,824.00
5.3	*Public Meeting*	16		16	30	8								250			*Fixed Fee*	70	$10,474.00	$250.00	$0.00	$10,724.00
5.4	*Public Feedback Compilation & Assessment*	4		8	40												*Fixed Fee*	52	$6,420.00	$0.00	$0.00	$6,420.00
6	**Environmental Permitting Services**																**Fixed Fee**	**240**	**$41,596.00**	**$2,000.00**	**$0.00**	**$43,596.00**
6.1	*Desktop and Field Analysis*					26	10	28	2	10				2,000			*Fixed Fee*	76	$13,184.00	$2,000.00	$0.00	$15,184.00
6.2	*Environmental Permit Application*					52	40	60	12								*Fixed Fee*	164	$28,412.00	$0.00	$0.00	$28,412.00
7	**Additional Services**																**Time & Material**	**0**	**$0.00**	**$20,000.00**	**$0.00**	**$20,000.00**
7.1	*Allowance*														20,000		*Time & Material*	0	$0.00	$20,000.00	$0.00	$20,000.00
8	**Bid Phase Services**																**Fixed Fee**	**12**	**$2,166.00**	**$0.00**	**$0.00**	**$2,166.00**
8.1	*Pre-Bid Meeting (Virtual)*	2	2														*Fixed Fee*	4	$722.00	$0.00	$0.00	$722.00
8.2	*Bid Question Responses*	4															*Fixed Fee*	4	$836.00	$0.00	$0.00	$836.00
8.3	*Bid Review and Recommendation of Award*		4														*Fixed Fee*	4	$608.00	$0.00	$0.00	$608.00
9	**Post Design Services**																**Time & Material**	**98**	**$14,558.00**	**$1,000.00**	**$0.00**	**$15,558.00**
9.1	*Project Management*	2			4												*Time & Material*	6	$862.00	$0.00	$0.00	$862.00
9.2	*Submittal Review*		8	24													*Time & Material*	32	$4,648.00	$0.00	$0.00	$4,648.00
9.3	*RFI Responses*		4	8													*Time & Material*	12	$1,752.00	$0.00	$0.00	$1,752.00
9.4	*Pay Application Reviews*		8														*Time & Material*	8	$1,216.00	$0.00	$0.00	$1,216.00
9.5	*Pre-construction Meeting*		8											200			*Time & Material*	8	$1,216.00	$200.00	$0.00	$1,416.00
9.6	*Site Review*		24											600			*Time & Material*	24	$3,648.00	$600.00	$0.00	$4,248.00
9.7	*Final Walk Through*		8											200			*Time & Material*	8	$1,216.00	$200.00	$0.00	$1,416.00

Exhibit B - Standard Billing Rate Schedule

Stantec

SCHEDULE OF FEES

Effective January 1, 2023

Staff Level	Rate
Level 3	$ 111.00
Level 4	$ 122.00
Level 5	$ 139.00
Level 6	$ 143.00
Level 7	$ 152.00
Level 8	$ 162.00
Level 9	$ 168.00
Level 10	$ 173.00
Level 11	$ 189.00
Level 12	$ 198.00
Level 13	$ 209.00
Level 14	$ 219.00
Level 15	$ 232.00
Level 16	$ 256.00
Level 17	$ 265.00
Level 18	$ 270.00
Level 19	$ 281.00
Level 20	$ 291.00
Level 21	$ 309.00
1 Person Field Crew	$ 145.00
2 Person Field Crew	$ 200.00
3 Person Field Crew	$ 255.00
4 Person Field Crew	$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

September 18, 2025

Stantec
380 Park Place Blvd., Ste. 300
Clearwater, FL 33759

Attn: Christopher Gamache, P.E.

Re: **Proposal for Geotechnical Services**
Sanibel Island Pier Replacement
Sanibel Island, Florida
TSF Proposal No. 2509-563

As requested, **TSFGeo** is pleased to submit this proposal for the above-referenced project. The proposal is based on information provided by Stantec. It is our understanding that a new pier is proposed at Point Ybel on Sanibel Island in Lee County, Florida. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

The scope of services is as follows:

Pier	• Two (2) 75-ft Standard Penetration Test borings

The boring locations will be approximately located in the field by our personnel measuring distances with a tape from known reference points and using a Global Positioning System (GPS) unit. The pier borings will be performed using a barge-mounted drill rig.

Before beginning the fieldwork at the project site, TSFGeo will notify Sunshine 811 for utility companies to mark the underground utilities. Also, a permit will be required to launch the barge.

A geotechnical report will be issued to provide axial capacity analysis, soil parameters and design and construction recommendations.

FEE ESTIMATE

It is proposed that the fee for the performance of the services outlined above is determined on a lump sum basis for a total of **$65,970.**

Our scope of services covers the work needed to present our findings. Not included are recommendations, reviews of drawings, preparation of construction specifications, special conferences, and any other work requested after the submittal of our report.

SCHEDULE AND AUTHORIZATION

TSFGeo will proceed with the work after receiving an executed subconsultant agreement from Stantec. With our present schedule, we can commence work within four to six weeks of project approval, weather permitting, and utilities cleared. The fieldwork is expected to take up to one week to complete.

The written report can be submitted about four weeks after completion of the field exploration and laboratory testing. Verbal preliminary results can be made to appropriate parties before the submittal of the written report.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,
TSFGeo

Amy L. Guisinger, P.E.
Principal Engineer

Dennis S. Mitchell, P.E.
Geotechnical Engineer

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made this 3rd day of October 2023, between **CITY OF SANIBEL** ("OWNER") and **Stantec Consulting Services, Inc.** ("CONSULTANT").

OWNER and CONSULTANT in consideration of their mutual covenants herein agree as follows:

SECTION 1 – GENERAL

Term of Agreement:
The term of this agreement shall be from **October 1, 2023** to **September 30, 2028**. This Agreement may be renewed for one additional five-year term by OWNER, upon agreement of CONSULTANT, in writing under the same terms and conditions set forth below.

Standard of Care:

CONSULTANT shall perform for or furnish to OWNER professional engineering, surveying, mapping, planning, environmental consulting, landscape architecture and other related services for the assigned tasks or projects to which this Agreement applies as hereinafter provided and as set forth in Exhibit "B", Scope of Services. CONSULTANT shall serve as OWNER's prime engineering representative for the tasks or projects assigned to CONSULTANT by OWNER from time to time for purposes of providing professional engineering consultation and advice with respect thereto. CONSULTANT may, with written approval of the City Public Works Director, employ such Sub-Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of professional surveying, engineering, and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all professional surveying and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Definitions:

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: Agreement means this Agreement for Professional Services between OWNER and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 5 of this Agreement.

Services: The services to be performed for or furnished to OWNER by CONSULTANT described in Exhibit B, (Scope of Services) of this Agreement.

Contractor: The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to any task or project.

CONSULTANT's Sub-Consultant: The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate or consultant.

Reimbursable Expenses: The expenses incurred directly in connection with the performance or furnishing of services for any assigned task or project for which OWNER shall pay CONSULTANT.

SECTION 2 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Compensation:

For CONSULTANT's services. OWNER shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit A ("Hourly Rate Schedule")

For Sub-Consultant's services. OWNER shall pay CONSULTANT for services performed or furnished by CONSULTANT's Sub-consultants which have been approved, in advance, by the City's Public Works Director.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANT's Sub-Consultants, OWNER shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT.

Any single reimbursable expense which exceeds $500 shall be approved in advance, in writing, by the City's Public Works Director.

Invoices:

Invoices for CONSULTANT's services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to OWNER by CONSULTANT. Invoices will be paid in accordance with the OWNER's Prompt Payment Policy.

Other Provisions Concerning Payments:

Unpaid Invoices. If OWNER fails to make any payment due CONSULTANT for services and expenses in accordance with the OWNER's Prompt Payment Policy, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the OWNER or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses authorized by this Agreement and directly relating to the services performed prior to termination.

Records of CONSULTANT's costs pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at no cost on request prior to final payment for CONSULTANT's services. Additionally, documentation supporting reimbursable expenses shall be provided to OWNER with each expense reimbursement request.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto: Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to CONSULTANT's services for the project.

Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by OWNER. CONSULTANT may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure, and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the assigned projects as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the OWNER is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

> Noting, monitoring and/or advising the OWNER of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the OWNER’s assigned projects.

Provide, as may be required for the project: accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the project.

SECTION 4 – GENERAL CONSIDERATIONS

Termination

The obligation to provide further services under this Agreement may be terminated under the following circumstances:

(a) For Cause, by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

(b) By CONSULTANT, upon seven days' written notice if CONSULTANT believes that CONSULTANT is being requested by OWNER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT's control; or upon assignment of this agreement or transfer of the project by OWNER to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to OWNER on account of such termination.

(c) By OWNER, for convenience upon seven (7) days' written notice to CONSULTANT, effective upon the receipt of OWNER's notice by CONSULTANT.

E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its Sub-Consultant must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) CONSULTANT shall require each of its Sub-Consultants to provide CONSULTANT with an affidavit stating that the Sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the Sub-Consultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(b) The OWNER, CONSULTANT, or any Sub-Consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The OWNER, upon good faith belief that a Sub-Consultant knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT, and CONSULTANT shall immediately terminate the contract with the Sub-Consultant.

(d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(e) Subcontracts. CONSULTANT or Sub-Consultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any Sub-Consultant or lower tier subcontractor with the clauses set forth in this section.

Reuse of Documents:

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT's Sub-Consultants) pursuant to this Agreement in respect to any project shall be owned

by and the property of the OWNER provided CONSULTANT has been paid in full pursuant to this Agreement for CONSULTANT'S professional surveying and engineering services. Such documents are not intended or represented to be suitable for use, reuse or modification by OWNER or others on extensions of the Project or on any other project. Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Sub-Consultants.

Insurance:

CONSULTANT shall maintain the following minimum insurance types and limits. Any Sub-Consultant retained by CONSULTANT pursuant to this Agreement shall also maintain the following insurance types and limits unless reduced or alternative minimum insurance types and limits are approved by OWNER, in writing.

1. Worker's Compensation: Statutory Limits
   - E.L. Each Accident $ 500,000
   - E.L. Disease – Each Employee $ 500,000
   - E.L. Disease – Policy Limit $ 500,000
2. General Liability (Occurrence):
   - Each Occurrence $ 1,000,000
   - Fire Damage (any one fire) $ 50,000
   - Medical Expense (any one person) $ 5,000
   - Personal & Adv. Injury $ 1,000,000
   - General Aggregate $ 1,000,000
   - Products Completion $ 1,000,000
3. Excess Umbrella Liability:
   - Each Occurrence: $ 1,000,000
   - Aggregate: $ 1,000,000
4. Automobile Liability:
   - Combined Single Limit
   - Each Accident $ 1,000,000
5. Professional Liability (Claims-made) $ 1,000,000

At any time, OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense, and this Agreement will be supplemented to incorporate these requirements.

Dispute Resolution:

OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both OWNER and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the OWNER and CONSULTANT.

Controlling Law:

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between OWNER and CONSULTANT arising out of this Agreement, OWNER and CONSULTANT agree that the same shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in Lee County, Florida.

Expenses of Litigation:

In the event litigation in any way related to the Services performed hereunder the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney's fees and other reasonable expenses related to the litigation.

Successors and Assigns:

OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of OWNER and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither OWNER nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CONSULTANT to any contractor, subcontractor, supplier, other person, or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party, unless agreed in writing by OWNER and CONSULTANT. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

Public Records:

OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a contractor or service provider to OWNER, CONSULTANT is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONSULTANT shall:

(a) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONSULTANT's services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

(b) Upon request from the OWNER's custodian of public records, provide the OWNER 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 contract term and following completion of the contract if the contractor does not transfer the records to the OWNER.

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

As required by Section 119.0701(2)(a), the following contact information is provided to the CONSULTANT in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

Notices:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of CONSULTANT and its subconsultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of CONSULTANT and its subconsultants to all those named shall not exceed the greatest of the following: (a) the limits of any applicable insurance of CONSULTANT and its subconsultants; (b) $100,000 or (c) the two times the amount of CONSULTANT's total fee paid by the OWNER for services under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Indemnification:

CONSULTANT shall indemnify and hold harmless the OWNER and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused, in whole or in part, by the negligent act, error, or omission of CONSULTANT in the performance of services under this Agreement. If such damage results in part by the negligence or other wrongful act of another party, CONSULTANT shall be liable only to the extent of CONSULTANT's proportional negligence or other wrongful act; however, such limitation, if any, shall only be effective if established by a Florida court of competent jurisdiction or agreed upon by the OWNER.

Force Majeure:

CONSULTANT shall not be liable for any damages caused by any delay that is beyond CONSULTANT's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

SECTION 5 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibit which is attached to and made a part of the Agreement:

Exhibit A "Rate Schedule"
Exhibit B "Scope of Services"
Exhibit C "Required Contract Provisions"
Exhibit D "Request for Qualifications – Hurricane Ian Architectural and Engineering Services"

This Agreement (consisting of pages 1 to 9, and including Exhibits A, B, C, and D identified above) constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument signed by OWNER and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

OWNER:
CITY OF SANIBEL

Signature

By: Dana Souza

Title City Manager

Address for giving notices:

City of Sanibel Department of Public Works
800 Dunlop Road
Sanibel, Florida 33957-4096
Phone (239) 472-6397
Fax (239) 472-6041

ATTEST:

City Clerk

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State FL

County Lee

CONSULTANT:
Stantec Consulting Services, Inc.

Signature

By: Daniel Craig, P.E., P.T.O.E

Title Senior Principal

Address for giving notices:

Stantec Consulting Services, Inc.
1821 Victoria Avenue
Fort Myers, Florida 33901
Phone (239) 347-5512
Fax NA
E-Mail: Daniel.Craig@stantec.com

The foregoing instrument was acknowledged before me this 11 day of October, 2023, by Daniel Craig who is personally known to me or who has produced Drivers License as identification.

Notary Public

Notary Public State of Florida
Christine Marie Mitchell
My Commission HH 398661
Expires 5/16/2027

Name typed, printed or stamped

(Seal)

Approved as to form:

City Attorney

Exhibit "A"

SCHEDULE OF FEES

Effective January 1, 2023

Staff Level	Rate
Level 3	$ 111.00
Level 4	$ 122.00
Level 5	$ 139.00
Level 6	$ 143.00
Level 7	$ 152.00
Level 8	$ 162.00
Level 9	$ 168.00
Level 10	$ 173.00
Level 11	$ 189.00
Level 12	$ 198.00
Level 13	$ 209.00
Level 14	$ 219.00
Level 15	$ 232.00
Level 16	$ 256.00
Level 17	$ 265.00
Level 18	$ 270.00
Level 19	$ 281.00
Level 20	$ 291.00
Level 21	$ 309.00
1 Person Field Crew	$ 145.00
2 Person Field Crew	$ 200.00
3 Person Field Crew	$ 255.00
4 Person Field Crew	$ 310.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.

EXHIBIT "B"

Scope of Services

The scope of engineering services is for various Hurricane Ian repair and hazard mitigation services, but is not limited to the below referenced projects:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs** ○ **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION** ○ **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**

- **REUSE SYSTEM REPAIRS**

- **STORMWATER SYSTEM**

- **MIDDLE GULF DR. FORCE MAIN**

- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**

- **BEACH EMERGENCY BERM**
  - **Construction of 5 year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION** ○ **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALKS REPLACEMENTS**

- **FISHING PIER REPAIRS/REPLACEMENT**

- **BEACH PARK FACILITY REPAIRS**

- **PERIWINKLE BRIDGE REPLACEMENT**

- **UPSIZE AND NEW REPLECEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**

- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

- **OTHER ENGINEERING, SURVEYING AND ARCHITECTURAL SERVICES AS REQUESTED BY THE CITY.**

NOTE: The City of Sanibel requires that designs utilize environmentally preferable materials at all times where applicable. Environmentally preferable materials refer to recovered/recycled materials and products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy, and water, prevent the creation of solid waste, air pollution or water pollution, minimize the use of materials or processes which compromise the environment, and/or promote the use of non-toxic substances and avoid toxic materials or processes. The City of Sanibel requires the purchase of recycled content products rather than non-recycled products whenever price, quality and availability are comparable. The City utilizes the U.S. Environmental Protection Agency's guidelines for minimum recycle content product standards as a means to meet product preferences.

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

Exhibit C

REQUIRED CONTRACT PROVISIONS

REMEDIES

Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

This requirement applies to all FEMA grant and cooperative agreement programs.

ACCESS TO RECORDS

The following access to records requirements apply to this contract: (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor 13 will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

TERMINATION FOR CAUSE AND CONVENIENCE

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

This requirement applies to all FEMA grant and cooperative agreement programs.

COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act.

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Sanibel shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to **The City of Sanibel** and understands and agrees that **The City of Sanibel** will, in turn, report each violation as required to

assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

EQUAL EMPLOYMENT OPPORTUNITY

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants' employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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.

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

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DEBARMENT AND SUSPENSION

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

The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The City of Sanibel. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Sanibel, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making ofany 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

SECTION 00806

HMGP Agreement

Mandatory Contract Provisions

Mandatory Contract Provisions as outlined in of Appendix II to 2 C.F.R. Part 200:

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

(C) <u>During the performance of this contract, the contractor agrees as follows</u>:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause.

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

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

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

9. contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

   $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The **City of Sanibel** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated

damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(E) Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the **City of Sanibel** and understands and agrees that the **City of Sanibel** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(F) Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
b. The contractor agrees to report each violation to the **City of Sanibel** and understands and agrees that the **City of Sanibel** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(G) Suspension and Debarment

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

180.935).

b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by **City of Sanibel.** If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **City of Sanibel**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(H) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

(I) APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

- The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____
Date

(J) Procurement of Recovered Materials

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(K) Access to Records.

a. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide City of Sanibel, Director Keith Williams, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the **City of Sanibel** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(L) DHS Seal, Logo and Flags

a. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

(M) No Obligation by Federal Government

a. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

(N) Program Fraud and False or Fraudulent Statements

a. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Sanibel
Sub-Recipient's Name

-
DEM Contract Number

-
FEMA Project Number

Exhibit D

CITY OF SANIBEL

REQUEST FOR QUALIFICATIONS
Hurricane Ian: Architectural & Engineering Services

CCNA-PW-0-2023/SK

July 3, 2023

City-wide Departmental Services
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397

SUBMISSIONS DUE BY: **5:00 PM, (ET) JULY 20, 2023**

PRE-BID CONFERENCE: **NONE**

NO QUESTIONS WILL BE ACCEPTED AFTER: **5:00 PM, (ET) JULY 14, 2023, all questions must be submitted in writing to scott.krawczuk@mysanibel.com and received by stated time.**

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFQ may be sent back to the Vendor without being opened and/or given consideration for that project.

CITY OF SANIBEL, FLORIDA

LEGAL NOTICE TO REGISTERED PROFFESSIONAL ENGINEERS PURSUANT TO CHAPTER 287, FLORIDA STATUTES
CONSULTANTS' COMPETITIVE NEGOTIATION ACT

INVITATION TO RENDER HURRICANE IAN ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR VARIOUS CITY-WIDE DEPARTMENTS INCLUDING: PUBLIC WORKS, NATURAL RESOURCES AND BUILDINGS

REQUEST FOR QUALIFICATIONS – CITY-WIDE ARCHITECTURAL AND ENGINEERING SERVICES

Legal Notice is hereby given that sealed submissions will be received at the Office of the City Engineer, City of Sanibel, Florida, at the Public Works Building, 750 Dunlop Road, Sanibel, until 5:00 P.M., on July 20, 2023. Any proposal offered later than the above time will be returned unopened. Please note that mailing address is 800 Dunlop Road, Sanibel, FL 33957.

The work for which submissions are to be received consisting of the following:

PROFFESSIONAL ARCHITECTURAL & ENGINEERNG SERVICES RELATED TO THE CITY-WIDE HURRICANE IAN RECOVERY AND HAZARD MITIGATION PROJECTS:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs**
  - **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION**
  - **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**
- **REUSE SYSTEM REPAIRS**
- **STORMWATER SYSTEM**
- **MIDDLE GULF DR. FORCE MAIN**
- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**
- **BEACH EMERGENCY BERM**
  - **Construction of 5-year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION**
  - **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALK REPLACEMENTS**
- **FISHING PIER REPAIRS/REPLACEMENT**
- **BEACH PARK FACILITY REPAIRS**
- **PERIWINKLE BRIDGE REPLACEMENT**
- **UPSIZE AND NEW REPLACEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**
- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

*The selected vendors will need to provide and complete inspections and evaluation of project components, prepare design plans and specifications, bidding, grant management, surveying, provide opinion of probable cost, preparation and execution of temporary easements, construction oversight and management, post-construction reporting, permitting and all other duties as required to facilitate a complete project.

Said proposal should conform to the specifications outlined in the Request for qualification documentation. Instructions for preparation and submission of a proposal may be obtained online at: https://www.mysanibel.com/Departments/Public-Works-Department/Bidding-Information

No Proposer's may withdraw their proposal within a period of ninety (90) days following the date set for receiving submissions. The City of Sanibel reserves the right to reject any and all submissions and to waive informalities.

_____
Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
JULY 3, 2023

SECTION I

INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All submissions shall be marked **City of Sanibel - Hurricane Ian Recovery: Architectural & Engineering Services** Proposer's s shall file all documents necessary to support their proposal and include them with their proposal. Proposers are permitted to submit for any or all of the listed projects. The City will select multiple A&E firms for this Hurricane Ian solicitation. Individual firms will be selected for each project listed in the scope of work. Proposer's shall be responsible for the actual delivery of submissions during business hours to the address indicated on the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 **Proposal Format:** Submissions shall include the following information at a minimum:

a. This Request for Qualifications Document signed by responsible party.
b. Listing with description of Architectural & Engineering capabilities
c. Information on Provider's experience.
d. References (municipal agencies and/or local businesses) with contact names.
e. Provide sample of related/similar projects.
f. Description of tasks and responsibilities required by each position.
g. Provide copies of any applicable licenses and certifications.
h. Public Entities Crime Form
i. All information requested in the Request for qualification document.

1.3 It is the sole responsibility of the Proposer's to assure it has received the entire Request for Qualifications.

1.4 Proposer's s will be notified in writing of any change in the specifications contained in this RFQ.

1.5 No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the City of Sanibel.

1.6 **Right of Rejection and for Additional Information:**
All proposers agree to adhering to the attached contract provisions to include the below items. See attached "**Required Contract Provisions."**

a. Respondents to this solicitation 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.

b. Submissions received that fail to comply with these submittal requirements may not be considered for award. Further, the City of Sanibel reserves the right to reject any and all submissions from any Proposer's. There is no obligation for the City of Sanibel to enter into a contract on the basis of any proposal submitted in response to this document.

c. Prior to the final selection, Proposer's s may be required to submit additional information, to provide clarification of information, or to make oral presentations which the City may deem necessary to further evaluate the Proposer's qualifications.

1.7 Request for Additional Information: Any and all questions of Proposer's s regarding this RFQ, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Public Works Director at the address designated in Section 1.16 below and must be received by July 14th, 2023, of the RFQ due date. Only the interpretation or correction provided in writing by the City Engineer or Community Services Director shall be binding.

1.8 Denial of Reimbursement: The City of Sanibel will not reimburse Proposer's s for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.10 Right of Negotiation: The City of Sanibel reserves the right to negotiate with the selected Proposer's the exact terms and conditions of the contract.

1.11 Exceptions to the RFQ: Proposer's s may find instances where they must take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Sanibel and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Rights to Submitted Materials: All submissions, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposer's s shall become the property of the City of Sanibel when received.

1.14 Basis of Award: Submissions will be evaluated according to the following criteria at a minimum:

The evaluation will rank Proposer's s based on the scores from the selection criteria point values (see initial score breakdown table provided below).

The selection will be made in accordance with City of Sanibel Procurement Policy, Section 287.055, Florida Statutes and federal requirements in 2 CFR. 200 for Architectural & Engineering Services. Some or all of the responding Proposer's (s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

Agreement/Contract fees will be negotiated in accordance with federal regulations 2 CFR 200 and Section 287.055, Florida Statutes.
The recommendation to award, negotiated rates, and agreement/contract(s) will be submitted to the City Council for approval.

If a satisfactory agreement/contract(s) cannot be negotiated in a reasonable amount of time, the City, in its sole discretion, may terminate negotiations with the selected Proposer's (s) and begin agreement/contract negotiations with the next finalist.

The Procurement Management Director reserves the right to exercise his or her discretion to:

Make award(s) to one or multiple Proposer's s.
Waive minor informalities in any response;
Reject any and all submissions with or without cause;
Accept the response that in his or her judgment will be in the best interest of the City of Sanibel.

The selection shall be by Selection Committees consisting of staff representatives from the appropriate City Departments as approved by the Procurement Management Director or designee.

The Selection Committees will receive and review written submissions in response to this Request for qualification (RFQ). Responses will be evaluated against a set of criteria to determine those Proposer's s/Firms most qualified and suited for each project

1.	Technical Capability – 25 points.
2.	Key Staff Project Understanding and Approach, Staff Ability– 25 points.
3.	Similar Project Experience – 20 points.
4.	Workload (sufficient staffing) – 10 points.

5.	Municipal Experience (prior work with city governments) – 15 points.
6.	Ability to Meet Time Requirements– 5 points.

1.15 Copies: An original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFQ. In addition, include electronic PDF version of proposal to the City.

1.16 Contacts: Proposer's s must submit submissions in accordance with the instructions contained in this RFQ. All requested information must be submitted with the proposal. Instructions for preparation of submission are contained in this package. Questions regarding this Request for qualification should be directed to:

City of Sanibel
Public Works Department
Scott Krawczuk, Deputy Public Works Director
800 Dunlop Road
Sanibel, FL 33957
phone (239) 472-6397
email: scott.krawczuk@mysanibel.com

1.17 Agreement: Fee for services will be negotiated with the selected Proposer's, and the Proposer's will be required to enter into a formal agreement with the City of Sanibel.

1.18 Contract Term: The initial term of the contract shall be for a period of FIVE (5) years. Rates of the fee schedule within the contract may be reviewed on an annual basis, at which time amended costs may be submitted by the Proposer's to City to reflect the current average market value of the services listed in the fee schedule, with proof of such market value to be established in writing by Proposer's to City's satisfaction. The City reserves the right to renew the contract for ONE (1) additional FIVE (5)-year term after concurrence of both parties on any negotiated changes to the terms and specifications contained in the contract.

1.19 Termination of Contract: The City of Sanibel may cancel the agreement at any time for breach of contractual obligations or for convenience, by providing the provider with a written notice of such cancellation. Should the City of Sanibel exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider, but if such cancellation is for convenience, it shall not be earlier than 30 days from the date of such written notice. In the event of termination for any reason, the City of Sanibel shall have no continuing financial or other obligations to the provider from the effective date of the termination through what otherwise would have remained of the contract term.

1.20 Cooperative Purchasing: Other government agencies may be allowed to piggyback on this contract.

1.21 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal, State, County, and City codes, rules, laws, regulations, requirements and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. This RFQ is in accordance with, but not limited to, Section 287.055, Florida Statutes and the Consultants' Competitive Negotiation Act (CCNA).

Proposer's should provide, at or before the time of the opening of the proposal, all necessary local business tax receipts, permits and/or licenses required for this product and/or services.

1.22 Disadvantaged Business Enterprise

Proposer's are required to indicate whether the Firm and/or any proposed sub-consultants are a Disadvantaged Business Enterprise (DBE). The City of Sanibel encourages the utilization and participation of DBE's in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

1.23 Anti-Lobbying Clause (Cone of Silence)

In accordance with Section 287.057(23), Florida Statutes, Proposer's s/Respondents to this solicitation 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.

1.24 Drug Free Workplace

City of Sanibel encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

1.25 Anti-Discrimination Employment Opportunity

The Proposer's agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the City hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The Proposer's will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer's will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

The Proposer's will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer's will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.26 Public Records

Unless specifically exempted by Florida law, in whole or in part, Proposer's shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records is possession of the Proposer's upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

1.27 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

1.28 No Local Preference

The Sanibel Code of Ordinance, Part II – Sanibel Code, Chapter 2 – Administration, Article IV - Finance, Division 4 - Contracts and Purchases, Section 2-330 Competitive Sealed Bids, (k); provides for a “local vendor preference” which provides for a preference to local city and local county businesses. Subsection (k)(3)(c.)(2.) provides local vendor preferences are inapplicable to CCNA contracts.

1.29 Suspension and Debarment Clause

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (ww.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract.

SECTION II

SCOPE OF WORK

2.0 PURPOSE:

The City of Sanibel is soliciting multiple qualified A&E firms to provide various Hurricane Ian repair and hazard mitigation services for the below referenced projects:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs**
  - **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION**
  - **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**
- **REUSE SYSTEM REPAIRS**
- **STORMWATER SYSTEM**
- **MIDDLE GULF DR. FORCE MAIN**
- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**
- **BEACH EMERGENCY BERM**
  - **Construction of 5 year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION**
  - **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALKS REPLACEMENTS**
- **FISHING PIER REPAIRS/REPLACEMENT**
- **BEACH PARK FACILITY REPAIRS**
- **PERIWINKLE BRIDGE REPLACEMENT**
- **UPSIZE AND NEW REPLECEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**
- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

2.1 BACKGROUND:

The City of Sanibel plans to engage the professional and technical services of several Florida registered professional architectural and engineering firms to assist with The City's various Hurricane Ian damages and hazard mitigation projects.

2.2 SCOPE:

A. PROFFESSIONAL ARCHITECTURAL & ENGINEERNG SERVICES:

The scope of architectural and engineering services may include, but is not limited to the following:

1. General architectural, engineering and hazard mitigation services including attendance at meetings, determination of applicable codes and standards, review materials, negotiations of various kinds, staff assistance, miscellaneous engineering and other functions relating to Hurricane Ian Recovery.

2. Study and report services, permitting, preparation of engineering and financial reports and cost estimates pertaining the City's recovery from Hurricane Ian.

3. Supplementary and special services as may be authorized by the city, such as field surveys and reports.

4. The selected firms will be required to interact with the Sanibel City Council and Planning Commission, City committees, City staff, other governmental regulatory and permitting agencies, and the public on an as needed basis. Presentations before City Council and Planning Commission may be necessary, along with legal testimony as required. A firms may desire to affiliate with one or more firms in responding to this proposal for the purpose of providing the full range of services sought by the city. The City reserves the right to select one or more consulting firms or teams of firms for these services.

5. Beach surveying; beach fill project design; preparation of engineered plans for beach nourishment projects; preparation of permit applications, bid documents, technical specifications, opinion of probable cost estimates; preparation and execution of temporary easements; construction oversight; post-construction reporting; and/or similar tasks necessary for implementation of a 5-yr emergency berm and the beach nourishment projects on Sanibel.

6. Perform construction surveying/layout and record drawing surveying as needed.

7. Prepare easements and subsequent recording of documents.

8. Filter Marsh site surveying, evaluation, repair and/or replacement of electrical components including but not limited to pump station, flow meters, all electrical components to include panels, and ground boxes/wiring, grading, storm debris quantification necessary to return the Jordan Marsh to pre-storm condition, aquatic vegetation removal and/or installation; and other tasks identified for hazard mitigation.

9. Engineering design, survey work, inspections and construction management work to support construction projects.

10. Prepare and obtain required permitting for engineering projects.

11. Attend and assist with City Council meeting and open house presentations as related to projects.

12. Assisting the City with responding to public concerns and comments.

13. Other miscellaneous engineering and surveying services as requested by the City.

14. The City of Sanibel requires that designs utilize environmentally preferable materials at all times where applicable (i.e., recovered /recycled materials). Environmentally preferable materials refer to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy and water, prevent the creation of solid waste, air pollution or water pollution, minimize the use of materials or processes which compromise the environment, and/or promote the use of non-toxic substances and avoid toxic materials or processes. The City of Sanibel requires the purchase of recycled content products rather than non-recycled products whenever price, quality and availability are comparable. In addition, the City will utilize the U.S. Environmental Protection Agency's guidelines for minimum recycle content product standards as a means to meet product preferences.

15. Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), 2CFR 200, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA

and the Regional Office of the Environmental Protection Agency (EPA).

2.3 QUALIFICATIONS OF THE FIRM:

A. Proposer's s shall provide a description and history of the firm on previous governmental experience using following guidelines:

1. Recent experience demonstrating current capacity and current expertise in architectural, engineering and hazard mitigation project work.

2. Documented knowledge and experience of Federal, State, and Local agencies, State and Federal programs, funding sources and reimbursement process.

3. Document Municipal Experience with listing (prior work with city governments)

4. Ability to Meet Time Requirements - Provide attestation to coordinate and prioritize all referenced A&E scopes of work as determined by The City.

B. Provide at least three (3) municipal references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

2.4 QUALIFICATIONS OF THE STAFF:

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to, project manager, engineers, surveyors, office staff, etc.) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in architectural, engineering and hazard mitigation services. The Proposer's must demonstrate experience for at least three (3) government entities.

2. Documented knowledge and experience of Federal, State, and Local agencies, state and federal programs.

2.5 INSURANCE:

Proposer's s shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Proposer's performance of the Work and Proposer's other obligations under the Contract Documents, whether such performance is by Proposer's , by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

a. Types: The types of insurance required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, and an Excess Liability Umbrella Insurance as detailed in the following specifications.

b. Evidence: As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment by the Owner to the Proposer's and the Proposer's fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Proposer's under this Contract.

c. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Proposer fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Proposer's.

d. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Proposer's responsibility for payment of damages resulting from his operations under this Contract.

1. COMPREHESIVE GENERAL LIABILITY INSURANCE:

a. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-

operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

b. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

c. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

d. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the Owner, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2. WORKERS' COMPENSATION INSURANCE:

Proposer's shall provide the statutory Workers' Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workers' Compensation Insurance Laws.

2.7 TECHNICAL APPROACH:

Provide a detailed plan of approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation. Provide a copy of Proposer's internal training program.

2.8 PUBILC ENTITY CRIME FORM:

Please submit completed public entity crime form with proposal. Public Entity Crime Form format provided with this RFQ.

SECTION III

PROPOSAL

I have read and understand the requirements of this proposal, and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. I agree to furnish the services as described in RFQ except where specific exception has been taken.

ADDENDA

Receipt of Addenda Nos. is hereby acknowledged.

Respectfully submitted,

_____
Proposer's
(Individual___)(Partnership___)
or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Address _____

City/State _____

Telephone _____

Fax _____

Email _____

DATE:

_____

NOTE: The legal status of the Proposer's , whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for

_____
_(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

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

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

_____
(signature)

Sworn to and subscribed before me this _____day of _____, 20____.

Personally known _____ _____

OR Produced identification_____ Notary Public - State of Florida_____

_____
(type of identification) My commission expires_____

_____
(printed, typed or stamped
commissioned name of notary public.)

END OF
SECTION

AGENDA MEMORANDUM *Natural Resources Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Dana Dettmar, Environmental Biologist
Holly Milbrandt, Natural Resources Director

Date: May 15, 2026

SUBJECT: Recommendation of Award – ITB-NR-2-2026/BS; Causeway Boulevard Planting Project

BACKGROUND: The Roots in Resilience partnership is a citizen-driven initiative that was established in an effort to restore native, storm resilient vegetation in public spaces that were impacted by recent storm events. The Causeway Boulevard corridor was selected by the Roots in Resilience partnership as the first area to target landscape restoration efforts. For this project, the City's role involves review and approval of landscape designs, procurement management, project oversight, and long-term maintenance.

In fulfillment of procurement responsibilities, an advertisement for bids was placed in the April 6, 2026 edition of the Fort Myers News-Press and posted on the City's online bid solicitation service, DemandStar. Bid opening was conducted by City Staff on May 7, 2026 at 2:30PM in the presence of Procurement Manager Brett Schira, Environmental Biologist Joel Coauette, and Environmental Biologist Dana Dettmar. The City received six bids as shown in the attached Bid Tabulation and the bids remain valid for 60 days.

All six bidding firms were deemed responsive based on the completeness of their proposals, clarity of submission, relevant project experience, and alignment with the project scope.

Juniper Landscaping of FL was the lowest responsive bidder ($324,112.10). City staff have recently worked with Juniper on a native canopy restoration project at Community Park and were satisfied with the relationship and their work. Their referenced projects include experience with other roadway corridor landscaping restoration in Venice and Englewood. Based on these factors, staff recommends awarding the contract to Juniper Landscaping of FL for the Causeway Boulevard Planting Project.

FUNDING SOURCE: The FY26 budget includes $250,000.00 in the Capital Improvements Project budget for the Causeway Boulevard Planting Project. The City has also received a grant from the Florida Forestry Service (through Florida Department of Agriculture and Consumer Services) in the amount of $68,570.00. The remainder of the cost, $18,532.10, will be paid by the Roots in Resilience partnership.

Causeway Boulevard Planting Project	
Budget	
FY25 CIP Funding	$250,000.00
Florida Forestry Service Grant	$68,570.00
Roots in Resilience Partnership Funding	$18,532.10
Total Funding	**$337,102.10**
Expense	
Causeway Boulevard Design	$7490.00
Periwinkle Way/Casa Ybel Rd. Pocket Park Design	$5,500
Causeway Boulevard Planting Project	$324,112.10
Total Expense	**$337,102.10**

RECOMMENDED ACTION: Motion to approve a contract with Juniper Landscaping of FL in the amount of $324,112.10 for the Causeway Boulevard Planting Project and authorize the City Manager to execute the contract.

CONTRACT

THIS CONTRACT, made this _____day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and JUNIPER LANDSCAPING OF FLORIDA, LLC a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for "Causeway Boulevard Planting Project" dated April 6, 2026, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
   C. CONTRACTOR'S Proposal in response to ITB-NR-2-2026/BS
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   "Causeway Boulevard Planting Project" as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 14 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than 120 days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$324,112.10** said amount being the total "**unit price sum/ lump sum price"** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: JUNIPER LANDSCAPING OF FLORIDA, LLC

By_____

Name_____

Title _____

Email _____

Approved as to form

_____

City Attorney

CITY OF SANIBEL
BID RESULTS

Causeway Boulevard Planting Project

May 7, 2026 at 2:30 p.m.

No.	Name	Bid Included			Addendums
1	MqKi Builders	619,446.24			
2	Hannola Landscape	546,474.80			
3	RS Welsh	451,967.35			
4	Visual Scape	395,668.80			
5	Tree West	361,891.80			
6	Juniper	324,112.10			
7					
8					
9					
10					
11					
12					
13					
14					
15					

CITY OF SANIBEL
SIGN-IN SHEET: BID OPENING
May 7, 2026 at 2:30 p.m.

Causeway Boulevard Planting Project

No.	Name	Organization	Telephone
1	William Bettre'	Hannula Landscaping	(786) 205-1700
2	Jeanie Rosales	Hannula Landscaping	239 687-0547
3	Carter Metz	Metz Builders	239-281-4026
4	Brett Schiva	City Sanibel	239.472.3700
5	DANA DETTMAR	CITY OF SANIBEL	239-240-5383
6	Joel Caouette	City of Sanibel	239 267-4726
7	Jeremy Walsh	R.S. Walsh Landscaping	239-980-6205
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Juniper

DESIGN | BUILD | MAINTAIN

CITY OF SANIBEL

Causeway Blvd Planting Project

ITB-NR-2-2026/BS

Sanibel, Florida

May 7, 2026

To Whom It May Concern:

Thank you for the opportunity to participate in the bidding process for the **City of Sanibel Causeway Boulevard Planting Project.**

At Juniper, we recognize that this project is unique, and we are excited to be apart of this opportunity. Our team is fully prepared to provide the necessary manpower and materials to ensure a seamless process and deliver an impeccable result.

We appreciate your consideration and look forward to the possibility of working with you. Please feel free to contact me at 239-788-7375 if you have any questions or would like to discuss the enclosed information further.

Jessica Shannon
Regional Enhancement Manager
239-788-7375
Jessica.Shannon@JuniperLandscaping.com
Junipercares.com

PROPOSAL

CITY OF SANIBEL, FLORIDA

Causeway Boulevard Planting Project

ITB-NR-2-2026/BS

TO: CITY OF SANIBEL
Natural Resources Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel and Coastal Vista Design , for the **Causeway Boulevard Planting Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

three hundred twenty four thousand dollars + 10/100 Dollars ($ 324,112.10)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **ONE HUNDRED TWENTY (120)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. ___ is hereby acknowledged.

Respectfully submitted,

Juniper Landscaping of FL
Contractor

(Individual___), (Partnership___) or (Corporation X)

(SEAL)

Signed _____

Name (print) M. Brandon Duke

Title CEO

Address 4415 Metro Parkway

City / State Fort Myers, FL

Telephone 239-561-5980

Fax —

Email jennifer.barber@juniperlandscaping.com

DATE:

May 6, 2026

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

Brown & Brown INSURANCE®

Brown & Brown, Inc.
300 North Beach Street
Daytona Beach, Florida 32114
bbinsurance.com

May 4, 2026

City of Sanibel, Florida
800 Dunlop Road
Sanibel, FL 33957

Re: Juniper Landscaping of Florida, LLC
Sanibel Causeway Boulevard Planting Project

Gentlemen:

We understand that there is a potential for Juniper Landscaping of Florida, LLC to enter into contract with your company. Their current surety, Great Midwest Insurance Company, is favorable to supporting single projects in the amount of $1,000,000 and aggregate support up to $20,000,000. Great Midwest Insurance Company is AM Best rated (A, XI) with a Treasury Limit in excess of $71 million.

If awarded, Great Midwest Insurance Company is favorable to supporting the required 100% Performance and Payment Bond.

Please note that the decision to issue performance and payment bonds is a matter Juniper Landscaping of Florida, LLC and Great Midwest Insurance Company, and will be subject to their standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and financing. We assume no liability to third parties or to you if for any reason they do not execute said bonds.

Sincerely,

Tyler D. DeBord
Attorney-In-Fact

GREAT MIDWEST INSURANCE COMPANY
CORPORATE SEAL
TEXAS CORPORATION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Tyler D. DeBord, Stephen P. Farmer, Kara Ruckert, Margie Hall, Vincent DeLuca, Ashley Tyree

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY _____
Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX 4th Day of May 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY _____
Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Juniper Landscaping of Florida, LLC
5880 Staley Road
Fort Myers, FL 33905

SURETY (Name, legal status and principal place of business):

Great Midwest Insurance Company
800 Gessner Road, Suite 600
Houston, TX 77024

OWNER (Name, legal status and address):

City of Sanibel, Florida
800 Dunlop Road
Sanibel, FL 33957

Bond Amount: Five Percent (5%) of Total Amount Bid

PROJECT : (Name, location or address, and Project number, if any):

Sanibel Causeway Boulevard Planting Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters in to a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed by the Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 4th day of May, 2026

(Witness) (Seal)

(Witness) (Seal)

Juniper Landscaping of Florida, LLC
(Principal) (Seal)

(Title) M. Brandon Dake, CEO

Great Midwest Insurance Company
(Surety)

(Title) Tyler D. DeBord, Attorney-in-Fact

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:
Tyler D. DeBord, Stephen P. Farmer, Kara Ruckert, Margie Hall, Vincent DeLuca, Ashley Tyree

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IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill
Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090488
Expires April 14, 2029

BY Christina Bishop
Christina Bishop
Notary Public

CERTIFICATE

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Signed and Sealed at Houston, TX 4th Day of May 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia Ryan
Patricia Ryan
Secretary

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ROOTED IN RESILIENCE
Sanibel Causeway Blvd. Corridor

DATE REV-1 : 03/06/26

PREPARED BY COASTAL VISTA DESIGN, CONTACT INFO@COASTALVISTADESIGN (239)558-4610

	Landscape Plant Material							
	Item		Specification	Estimated Quantity	Unit	Unit Price	Install Price	Amount
	20% Upsize canopy trees		Specification					
L-1	*Bursera simaruba*	Gumbo Limbo	14-16' OA HT., 4" CAL, 5-6' SPRD	7	EA	720	80	5600
L-2	*Ficus aurea*	Strangler Fig	14-16' OA HT., 4" CAL, 5-6' SPRD	3	EA	1500	125	4875
L-3		**Total of 10 trees of the 50 proposed trees to be upsize 14'-16' OA HT.**		10				
	Canopy trees		Specification					
L-4	*Bursera simaruba*	Gumbo Limbo	12'-14' OA HT, 2" CAL, 4-5' SPRD	5	EA	550	90	2950
L-5	*Coccoloba uvifera*	Seagrape	12'-14' OA HT, 2" CAL, 4-5' SPRD	6	EA	550	85	3510
L-6	*Coccoloba diversifolia*	Pigeonplum	12'-14' OA HT, 2" CAL, 4-5' SPRD	6	EA	700	50	4500
L-7	*Piscidia piscipula*	Jamaica Dogwod	12'-14' OA HT, 2" CAL, 4-5' SPRD	3	EA	225	45	810
L-8	*Lysoloma latisiliquum*	Wild Tamarind	12'-14' OA HT, 2" CAL, 4-5' SPRD	11	EA	500	85	6435
L-9	*Conocarpus erectus*	Green Buttonwood	12'-14' OA HT, 2" CAL, 5-6' SPRD	9	EA	500	85	5265
L-10		**12'-14' OA HT, 2" CAL MIN, grade must be Florida #1 or better**		40				
	Proposed small trees							
L-11	*Thrinax radiata*	Green Thatch Palm, SMALL	4-5 OA HT, 15 GAL MIN	5	EA	125	40	825
L-12	*Thrinax radiata*	Green Thatch Palm, LARGE	7-8 OA HT, 15 GAL MIN	15	EA	700	50	11250
L-13	*Leucothrinax morrisii*	Silver Key Thatch Palm	7-8 OA HT, 15 GAL MIN	15	EA	740	45	11925
L-14	*Pseudophoenix sargentii*	Buccaneer Palm	5'-6' OA HT	10	EA	1125	100	12250
L-15	*Jacquinia keyensis*	Joe Wood	15 GAL MIN, SPECIMEN	1	EA	285	25	310
L-16	*Serenoa repens*	Saw palmetto	25 Gal, 3x3', full, 15 GAL MIN	7	EA	240	20	2170
L-17	*Vachellia choriophylla*	Cinnecord	15 GAL MIN, 1" CAL MIN	4	EA	200	10	840
L-18	*Erythrina herbacea*	Coral Bean	7 GAL MIN	10	EA	100	10	1100
L-19	*Myrcianthes fragrans*	Simpson Stopper, Multistem	15 GAL, 3-4' OA HT, MULTISTEM	10	EA	100	10	1100
L-20	*Conocarpus erectus*	Silver buttonwood, Multistem	6' OA HT,15 GAL	3	EA	200	25	675
L-21		**Aproximate 50 small trees**		80				
	Medium shrubs							
L-22	*Cassia Bahamensis*	Bahama Casia	3 GAL	392	EA	20	4.50	9604
L-23	*Conocarpus erectus*	Silver buttonwood	3 GAL	392	EA	9.50	4.00	5292
	Groundcovers							
L-24	*Zamia pumila*	Coontie	3 GAL	654	EA	31	4.50	23217
L-25	*Chrysobalanus icaco*	Horizontal Cocoplum	3 GAL	860	EA	20	4.00	20640
L-26	*Muhlenbergia capillaris*	Muhly Grass	1 GAL	1419	EA	5.50	2.00	10642.5
L-27	*Spartina patens*	Small Spartina Grass	1 GAL	40	EA	5.50	2.00	3.00

L-28	*Eragrostis elliottii*	Purples Love Grass	1 GAL	360	EA	5.50	2.00	2700
L-29	*Helianthus debilis*	Dune Sunflower	1 GAL	140	EA	5.50	2.00	1050
L-30	*Mimosa Strigillosa*	Sunshine Mimosa	1 GAL	975	EA	6	2.00	7800
L-31	*Emodea littoralis*	Golden Creeper	1 GAL	259	EA	7.50	2.00	2460
L-32	*Borrichia frutescens*	Sea-oxeye Daisy	1 GAL	40	EA	6.25	2.00	330
L-33	*Salvia coccinea*	Red Salvia	1 GAL	180	EA	6.25	2.00	1485
L-34	*Solidago sempervirens*	Seaside Goldenrod	1 GAL	80	EA	6.25	2.00	660
L-35	*Rudbeckia hirta*	Blackeyed Susan	1 GAL	280	EA	7.25	2.00	2590
L-36		**Total of 14030 SQ FT of proposed Shrubs planted 24" OC**		6071				
					PLANT SUBTOTAL =			
	Landscape Materials							
	Item	Specification		Estimated Quantity	Unit	Unit Price		Amount
L-37	Site Vegetation Cleanup, Relocates and Removals	Overall site cleanup including: Remove all existing vegetation indicated to be removed on plans. Remove all invasive vegetation on site, unless indicated by landscape architect. Relocate existing vegetation marked to be removed on plans to designated vegetation relocation area.			Day			30,900
L-38	Site Preparation and Grading	Add new soil to grade proposed landscape beds areas to provide positive drainage to slope away from roads and share path. Fine finish grading and site preparation for all sod areas.			Day			6300
L-39	Top soil	Contractor to mound proposed trees and landscape bed areas (2078 sq ft) as noted on plan detail (A) LP106		252	CYD			12,600
L-40	Mulch ~ Floramulch	3" minimum depth, all new planting beds; topdress existing mulch areas.		60,374.0	sq ft			40,371
L-41	Sod - Bahia Sod	weed-free sod, includes installation - include fungicide treatment		55,806.0	sq ft			33,600
L-42	Fertilization	fertilization upon install - include organic and granular			EA			300
L-43	Watering for establishment	Newly installed plants shall be watered in at time of installation as well as transplanted vegetation. Watering in shall continue for a period of 3x per week for 6 weeks unless adequate rainfall is forecasted.			Lump Sum			21,050
L-44	Shipping/Delivery/Freight Fee	per contractor			EA			—
L-45	Hauling Fee	per contractor			EA			2500
L-46	Maintenance of Traffic	Payment for maintenance of traffic will be made for at the Contract lump sum price. The M.O.T. shall include, but is not limited to, furnishing and installing barricades and safety fencing to protect the public during the construction of the project.			Lump Sum			3500
L-47	ADD 1: Per Contractor	Bid Bond			EA			6330

L-48	ADD 2: Per Contractor Tree Gator	- Slow Release watering bags		EA	50	30	1500
				MATERIAL TOTAL			
				PROJECT TOTAL		324,	112.10
NOTES:							

1. Follow all notes & details on approved construction drawings.
2. All listed sizes are minimums by category. Contractor to upsize container size to meet specification, if necessary.
3. All plant materials shall meet the standard for Florida No. 1 or better, as set out in Grades and Standards for Nursery Plants, Part I & II, Department of Agriculture, State of Florida (as amended).
4. All plant materials shall be installed in a sound, workmanlike manner and according to accepted good planting procedures.
5. All elements of landscaping shall be installed so as to meet all applicable jurisdictional ordinances and code requirements.
6. Contractor to include warrantee following installation. Trees and Palms - 1 year. Shrubs and groundcovers - 6 month. Sod and annuals - 30 day.

CITY OF SANIBEL

Juniper

DESIGN | BUILD | MAINTAIN

Project Overview:

CITY OF SANIBEL

CAUSEWAY BLVD

PLANTING PROJECT

CITY OF SANIBEL

Juniper

DESIGN | BUILD | MAINTAIN

Time for Completion

•3 Weeks

Staffing- Specialized staff for each portion of the project

•Demo and Relocation Crew

•Install Crew

•Watering Staff

•Sod Crew

Onsite Supervision

•Branch Manager

•Project Manager

Watering Plan

•Dailey for 6 weeks to ensure success

•Utilize Tree Gator Bags to aid in establishment

Weekly Progress Reports

•Reports given weekly to update/communicate progress

•Meetings with Sanibel Representatives as needed throughout project

Comparable Projects

Wellen Park BLVD Extension

$419,910.00

Preto Blvd

$854,482.00

Preto Blvd Extension

$628,713.00

Manasota Beach Road

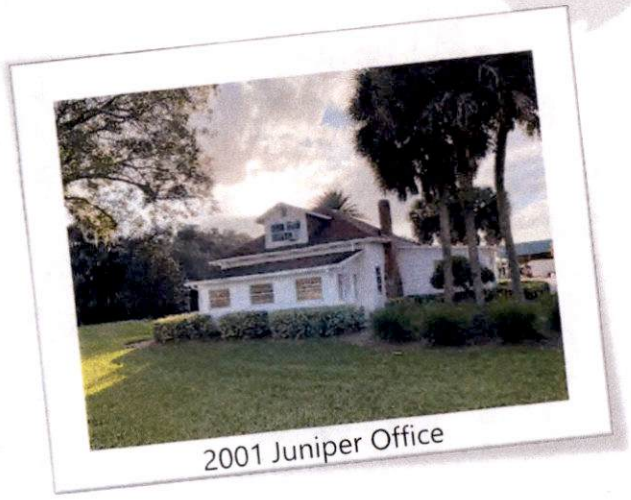
$1,170,445.00

ROOTED IN FLORIDA

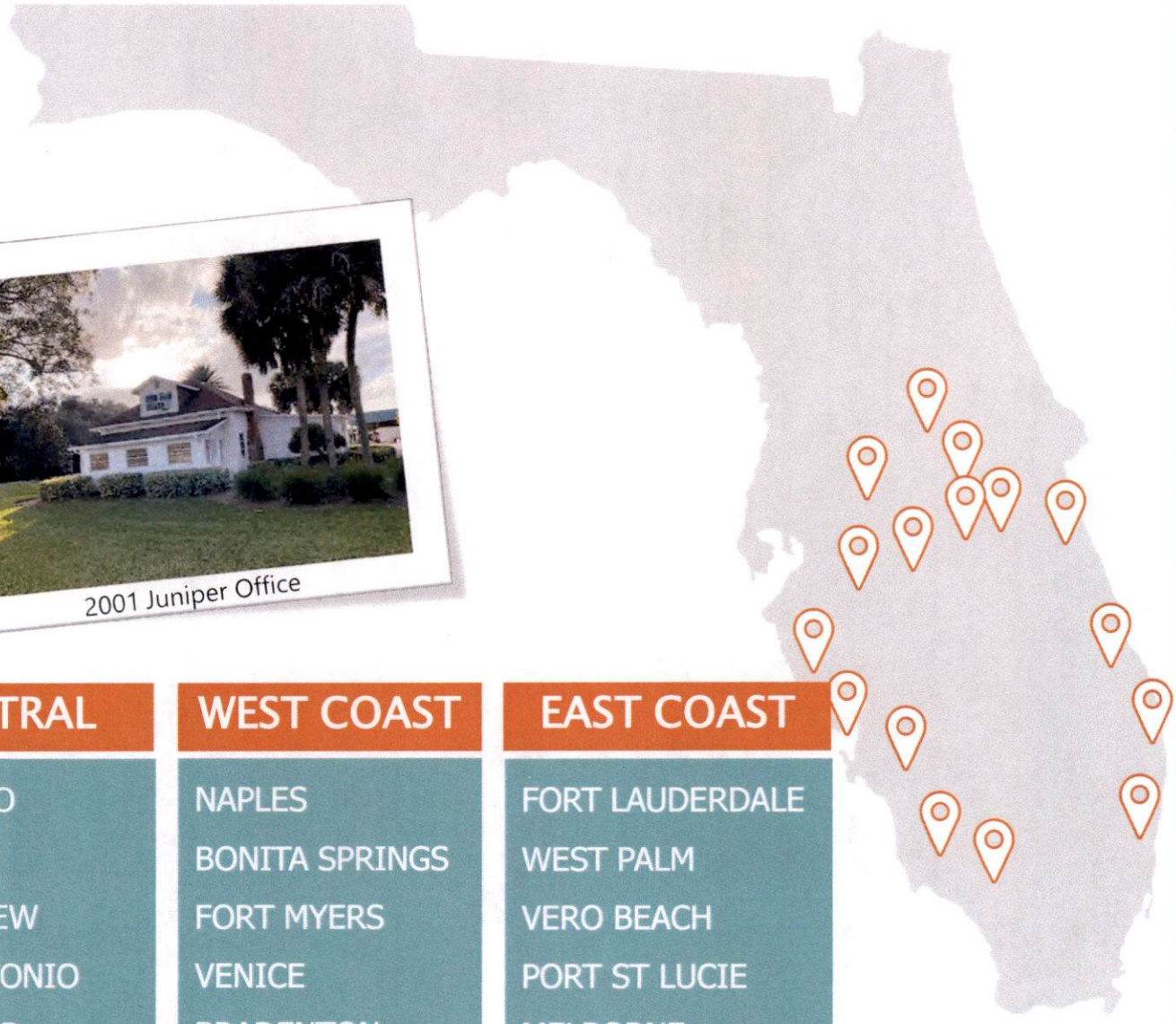
HOW IT ALL STARTED

Juniper was founded in 2001 on a small farmhouse in Fort Myers, Florida. This location now serves as our corporate headquarters, though we have had to add a few more buildings. Over 20 years ago we started with the commitment to provide the best value and an on-time project. This commitment has helped Juniper grow from a small custom landscape operation with just a few employees to multiple locations throughout Florida. A lot has changed over the last 20 years, and we pride ourselves on the technology, service, and quality we continue to provide.

Juniper was founded in Florida and all our leadership team lives in-state.



2001 Juniper Office



CENTRAL	WEST COAST	EAST COAST
ORLANDO	NAPLES	FORT LAUDERDALE
OCALA	BONITA SPRINGS	WEST PALM
BELLEVIEW	FORT MYERS	VERO BEACH
SAN ANTONIO	VENICE	PORT ST LUCIE
LAKELAND	BRADENTON	MELBORNE
LITHIA	TAMPA	VIERA

COMPANY OVERVIEW

SERVICES & QUALIFICATIONS

DESIGN

BUILD

MAINTAIN

Resources & Qualifications

- 3,400+ Team Members
- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professionals
- FNGLA Certified Landscape Contractors
- ISA Certified Arborists
- In-house Agronomist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer

CLIENT TEAM
RESOURCES

DESIGN - SUPPORT TEAM

- IA Certified Irrigation Designers
- Landscape Designers
- Landscape Architects

BUILD - SUPPORT TEAM

- State Licensed Irrigation Designers
- Licensed Hunter & Rain Bird Installer
- Certified Landscape Contractors

MAINTAIN - SUPPORT TEAM

- Certified Horticultural Professional
- State Licensed Certified Pest Control Operator
- State Licensed Irrigation Contractor
- ISA Certified Arborists
- In-House Agronomist

OUR CORE VALUES

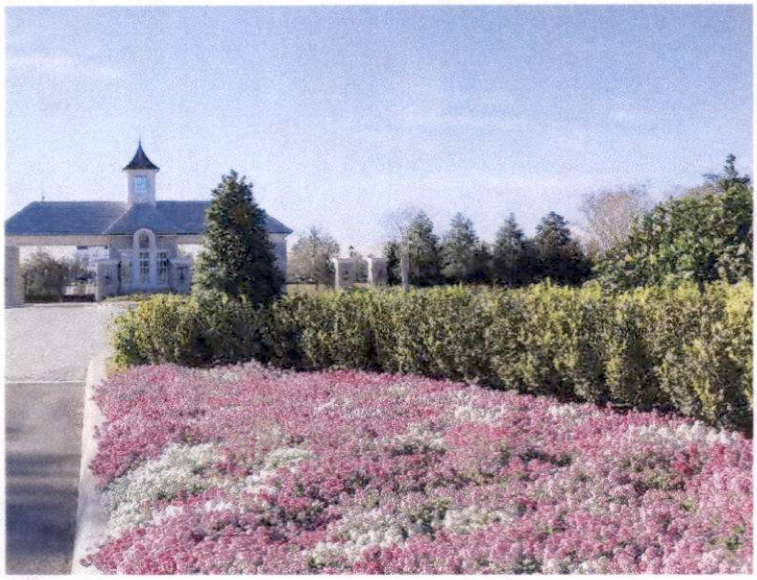
- **A Sense of Urgency**
- **A Constant Communicator**
- **Mission Over Ego**
- **We Do What We Say**
- **Relentless**
- **Grow and Adapt**

LANDSCAPE INSTALLATION

OUR DESIGN & INSTALLATION TEAMS MAKE AN AWARD-WINNING COMBINATION!

Our teams work hard to deliver a quality project on time and on budget.

- Landscape Design Firm of the Year
- Best Landscape Design Custom Home
- Merit Award Design Residential
- Award Best Landscape Design

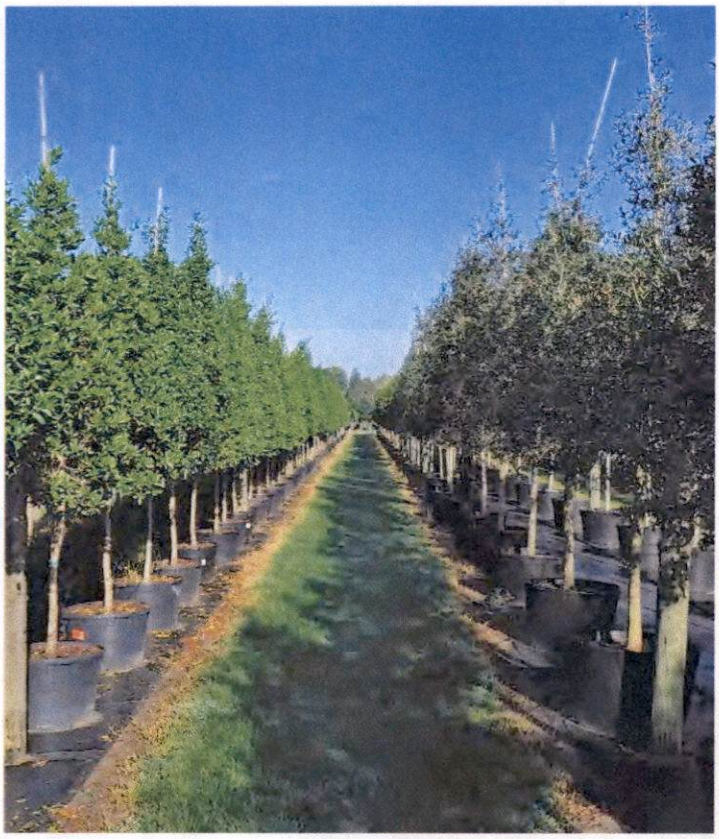


NURSERY & TREE FARM

We know it because we grow it!

With our over 200 acres of nursery & tree farms we can deliver custom, quality plant material to fit the individual needs of our clients. Additionally, our dedicated plant buyer travels throughout the state in search of the best plant material.

By keeping our finger on the pulse of the plant market, we can maximize value for each client.



FNGLA
FLORIDA NURSERY, GROWERS AND LANDSCAPE ASSOCIATION
Leading Florida's Green Industry

AWARD WINNING LANDSCAPES

EXCEEDING INDUSTRY STANDARDS!

PINNACLE AWARDS

- Best Landscape Design Custom Home
- Award Best Landscape Design
- Merit Award Design Residential
- Landscape Design Firm of the Year

SAND DOLLAR AWARDS

- Best Community Feature of the Year
- Best Landscape Design 30-50k
- Best Landscape Design under 30k
- Best Landscape Design over 50k

AURORA AWARDS

- Landscape Design/Pool Design
- Best Custom home for "La Castille"

SUMMIT AWARDS

- Best Contracting Landscape 5-8 million+
- Merit Award for Infrastructure & Landscape

CERTIFICATIONS & LICENSES

OUR QUALIFIED TEAM

At Juniper, many of our team members hold valuable certifications and licenses. Their years of experience, along with additional training, enables them to provide our customers with answers they can trust.

CERTIFICATIONS & LICENSES

- Licensed Landscape Architects
- Certified Landscape Designers
- Certified Irrigation Designers
- Certified Pest Control Operators
- FNGLA Certified Horticultural Professional
- FNGLA Certified Landscape Contractor
- ISA Certified Arborist
- State of Florida Irrigation License
- Certified Hunter IMMS Installer
- Certified Rain Bird IQ Installer
- Best Management Practices (BMPs)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/0//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 MARSH USA LLC. 1050 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5386 CN138350647---25-26	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Juniper Landscaping of Florida, LLC 4415 Metro Pkwy Ste 300 Fort Myers, FL 33916-9425	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** General Security Indemnity Company Of AZ — 20559 **INSURER B :** Safety National Casualty Corporation — 15105 **INSURER C :** Great American Insurance Co. — 16691 **INSURER D :** American Guarantee & Liability Insurance Co. **INSURER E :** Mercer Insurance Company **INSURER F :** Endurance American Specialty Insurance Company — 41718

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY			GSA4639112661-01	07/01/2025	07/01/2026	EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	10,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						Fire Damage	$	100,000
B	AUTOMOBILE LIABILITY			CA6676920	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$	5,000,000
E	X ANY AUTO			22200099900 ($2Mxs$2M primary)	07/01/2025	07/01/2026	BODILY INJURY (Per person)	$	
F	OWNED AUTOS ONLY / SCHEDULED AUTOS			EXT30091805100 ($1Mxs$4M)	07/01/2025	07/01/2026	BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	X UMBRELLA LIAB X OCCUR			TUE 3161764 06 ($5M Primary)	07/01/2025	07/01/2026	EACH OCCURRENCE	$	10,000,000
D	EXCESS LIAB CLAIMS-MADE			AEC 6661232-02 ($5Mxs$5M)	07/01/2025	07/01/2026	AGGREGATE	$	10,000,000
	DED RETENTION $							$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LDS4069460 (FL,NC,PA,SC,TX)	07/01/2025	07/01/2026	X PER STATUTE OTH-ER		
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH)	N/A		PS4069459 (WI)	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			Deductible: $500,000			E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
G	Professional Liability			VPPL022057	01/01/2025	01/01/2026	Ded.:$5K /Limit:		2,000,000
H	Pollution Liability			EV20184607-07	01/01/2025	01/01/2026	Ded:$10K /Limit:		3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

FOR BIDDING PURPOSES ONLY

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

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AGENCY CUSTOMER ID: CN138350647
LOC #: Washington

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Juniper Landscaping of Florida, LLC 4415 Metro Pkwy Ste 300 Fort Myers, FL 33916-9425
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURERS AFFORDING COVERAGE/NAIC #

INSURER G: Gemini Insurance Company (10833)
INSURER H: Capital Specialty Ins Corp ()

Leased & Rented Equipment and Installation Floater:

Carrier: Munich Re Syndicate 457 at Lloyd's of London
Policy#: 01MRCM0001043-00
Dates: 07/01/2025 - 07/01/2026

Leased & Rented Equipment Limit/Deductible: $500,000 / $2,500
Installation Floater Limit/Deductible: $250,000 / $1,000

The above captioned policies include coverage for the following entities:

Juniper Landscaping of Florida, LLC
Coast to Coast Landscaping, LLC
Davis Landscape LTD
Elegant Landscape and Design Inc.
Juniper Landscape Services, LLC
Juniper Landscaping Shared Services, LLC
Juniper of Bradenton, LLC
Juniper Landscaping Holdings LLC
Landscape Maintenance Professionals, LLC
Landscape Logistics LLC
Prestige Property Maintenance, Inc.
Rips Professional Lawncare, LLC
Shooter & Lindsey, LLC

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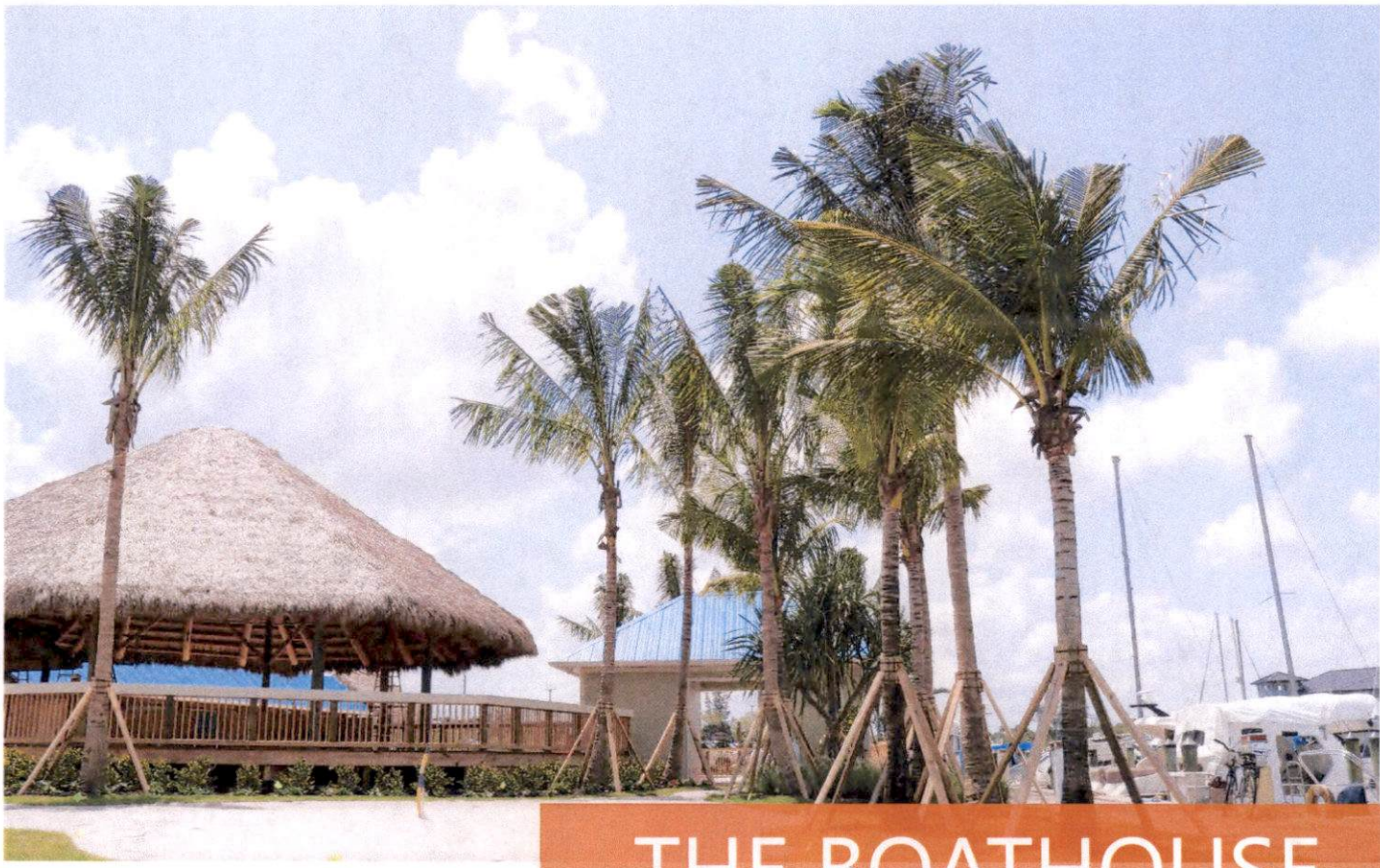
PORTFOLIO

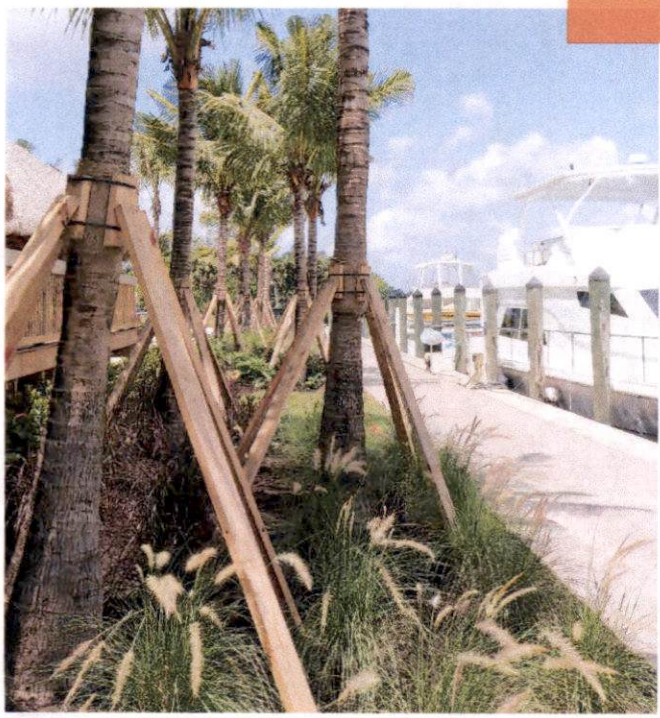
SOUTH SEAS NATIVE REVETMENT

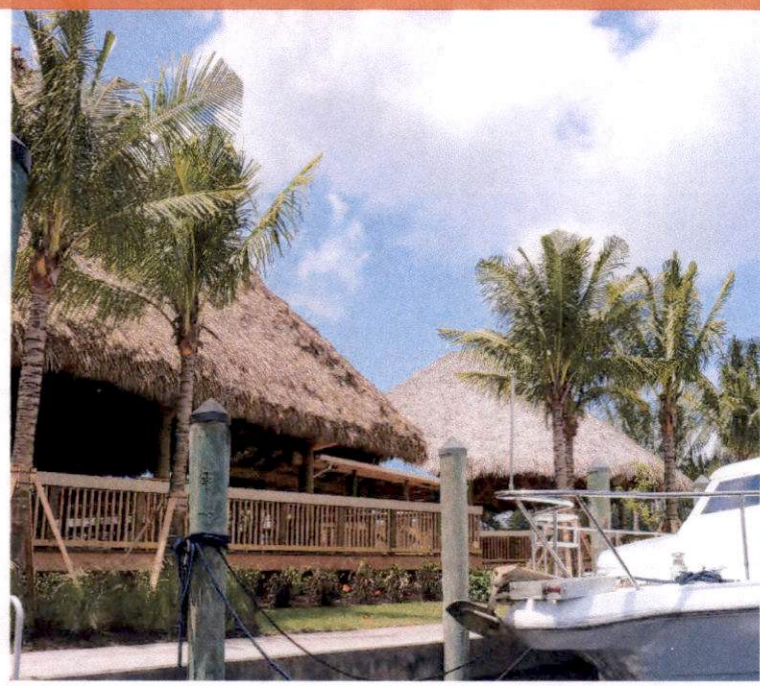
Captiva, FL

PORTFOLIO: CUSTOM DESIGN



THE BOATHOUSE





Juniper
DESIGN · BUILD · MAINTAIN

CITY OF SANIBEL

SPECIFICATIONS FOR
Causeway Boulevard Planting Project

ITB-NR-2-2026/BS

April 6, 2026

Natural Resources Department -
800 Dunlop Road, Sanibel, FL 33957
(239)472-3700

BIDS DUE BY: **MAY 7, 2026 at 2:30 pm**

MANDATORY PRE-BID CONFERENCE: **None**

NO QUESTIONS WILL BE ACCEPTED AFTER: APRIL 27, 2026. All questions must be submitted in writing to dana.dettmar@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

TABLE OF CONTENTS

GENERAL SPECIFICATIONS

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Information to Bidders	IB-1
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Specimen Form of Periodic Estimate for Partial Payment	CF-6
Specimen Form of Contractor's Certificate	CF-9

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Payments to Contractor	GC-19
Control of the Work	GC-23

LANDSCAPE PLANS 1-11

CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals will be received at the Office of Natural Resources, City of Sanibel, Florida, at City Hall, 800 Dunlop Road, Sanibel, until **May 7, 2026 at 2:30 pm** and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of the following:

SANIBEL CAUSEWAY BOULEVARD PLANTING PROJECT

This project is located on Sanibel Island.. **The work consists of refurbishing and planting of Causeway Boulevard according to design plans.**

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (100%) of the contract price.

No bidder may withdraw their proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than sixty (60) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

City Bids | Sanibel, FL

_____
Holly Milbrandt
Director of Natural Resources

AFFIDAVIT
REQUESTED PUBLISH
ONE TIME April 6, 2026
Fort Myers News-Press

INFORMATION FOR BIDDERS

1.01 SCOPE

A. The contract work provides for the **Causeway Boulevard Planting Project** and other related items pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

B. The work included in this contract is described briefly as follows: **Causeway Boulevard Planting Project (See Project Plans)**

C. Project award is anticipated for the June 2, 2026 City Council meeting and the contractor shall be prepared to begin construction within two (2) to three (3) weeks following award**.**

1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS

A. Work to be performed shall be in accordance with drawings and specifications prepared by the City of Sanibel and Costa Vista Design.

1.03 BIDDER TO EXAMINE SITE

A. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully informed themself because of their failure to have so informed themself prior to the bidding.

B. For portions of project site located on private property, bidders shall request prior authorization from City's project manager to access these portions.

1.04 INFORMATION NOT GUARANTEED

A. All information given relating to the site and existing conditions is from the reports of the CONTRACTOR. Such information is furnished only for the information and convenience of the bidders. It is understood and agreed that the OWNER does not warrant or guarantee as to the accuracy or completeness of such information. Each bidder must satisfy themself regarding the character, quantities, and conditions of the various materials and work to be done.

B. It is further understood and agreed that the bidder or the CONTRACTOR will not use any information made available to themself or obtained by any examination made by them in any manner as a basis or ground of claim or demand of any nature against the OWNER arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the OWNER or the Landscape Architect.

B. To receive consideration, such questions shall be submitted in writing to the OWNER by no later than **APRIL 27, 2026.** If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the selected CONTRACTOR for incorporation into the work.

C. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with their decision regarding each. Addenda will be posted by **April 30 2026.** It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Euna OpenBids online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Proposal document page (P-1).

D. Unless such action shall have been taken by the CONTRACTOR and approval obtained, they agree to use the product or method designated or described in the specifications or as amended by these addenda.

1.06 PROPOSAL FORM

A. All bids must be submitted upon the Proposal Form which will be furnished by the OWNER. The Proposal Form shall be completely executed and shall give the price bid for each item of work proposed, both in words and figures, and shall be signed by the bidder.

B. In the event of a discrepancy between the prices written in words and prices written in figures, the prices written in words shall govern.

C. The successful bidder shall be prepared to complete the work within **ONE HUNDRED TWENTY (120)** Calendar days.

1.07 LETTER FROM SURETY

A. The CONTRACTOR shall submit with their executed bid proposal a letter or statement from their surety company that it will execute and deliver a one hundred percent (100%) Performance and Payment Bond.

1.08 AWARD OF CONTRACT

A. Lump Sum Proposals - The award of Contract shall be made to the low, responsive and responsible bidder on the lump sum proposals submitted for the work. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

B. Unit Price Proposals

(1) The award of the Contract will be made to the lowest responsible bidder on the total bid price given on the Proposal Form, page P-1. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

(2) The quantities listed in the unit price proposal form are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities, as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in the unit price Contract, will be made to the CONTRACTOR for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price bid. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the Landscape Architect shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

(3) When prices are requested on "Alternate" items, the alternate item price will not be considered in determination of the low bidder.

(4) The City reserves the right to accept or reject any or all bids and to waive any formal irregularities in the bids, when deemed to be in the best interest of the City.

1.09 BID SECURITY

A. Each bid shall be accompanied by a cashier's check made payable to the OWNER or an acceptable bidder's bond in an amount of not less than five percent (5%) of the total bid price. The checks will be returned to all except the three lowest formal bidders within three days after the date of opening the bids. Any checks remaining with the OWNER shall be returned upon execution of a contract.

1.10 COMPARISON OF BIDS

A. Bids will be compared on the basis of the lump sum bid or the sum of unit price extensions plus the sum determined in evaluating the time of completion stated by the bidders in their proposals if the OWNER desires to make such evaluation. The net sum thus obtained

shall be used to determine the order of bidding.

B. The sum to be used for evaluation of the time of completion stated by the bidder, if used, shall be only for comparison of bids. It shall be the product of $300.00 and the number of calendar days named by the bidder.

1.11 EXPERIENCE AND ABILITY OF CONTRACTOR

A. It is the intent of the OWNER not to award the Contract to any bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the proposal. CONTRACTOR shall have a minimum of **THREE (3)** years' experience with similar projects.

1.12 EXECUTION OF CONTRACT

A. The successful bidder to whom the Contract is awarded shall be required to execute **three (3)** copies of the Construction Contract and **three (3)** copies of the Performance and Payment Bond.

1.13 FORFEITURE OF BID SECURITY

A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish satisfactory bonds within TEN (10) days after the OWNER has notified them that the Contract is ready for execution, the OWNER may determine that the bidder abandoned the Contract, and thereupon the proposal and acceptance shall be null and void; and the security accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such failure and neglect, and to indemnify the OWNER for any loss which may be sustained by failure of the bidder to execute the Contract. After the execution of the Contract and the acceptance of the bonds by the OWNER, the bid securities which have been retained by the OWNER shall be returned to the respective bidders.

1.14 UNAVAILABILITY OF MATERIALS

A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the CONTRACTOR is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the CONTRACTOR shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the OWNER.

B. No consideration will be given to the use of substitutes on account of market conditions unless the CONTRACTOR demonstrates that for the item in question, CONTRACTOR placed their order and submitted shop drawings without delay, that CONTRACTOR has

shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

C. If substitutes are used in the work, the compensation to be paid to the CONTRACTOR shall be subject to review and adjustment. As a general principle, if the OWNER shall determine that the substitute will be less satisfactory, the CONTRACTOR shall allow a credit to the OWNER; only "under unusual circumstances shall there be an increase in" compensation to the CONTRACTOR on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

1.15 DELETED

1.16 NONDISCRIMINATION IN EMPLOYMENT

A. Contracts for work under this proposal may obligate the CONTRACTOR and sub-contractors not to discriminate in employment practices.

B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

1.17 RIGHT-OF-ACCESS

A. The CONTRACTOR agrees that a representative of the OWNER or Landscape Architect will have access to the work wherever it is in preparation of progress and that the CONTRACTOR will provide facilities for such access and inspection.

1.18 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

A. The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

1.19 UTILITIES

A. All existing utility systems which conflict with the construction of the work herein shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the CONTRACTOR, and the work shall be done by the Utility unless the Utility approves in writing that the work may be done by the CONTRACTOR.

B. The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the construction of

this Contract during its entire progress. CONTRACTOR shall provide and pay for all temporary wiring, switches, connections and meters.

1.20 EASEMENTS

A. The OWNER will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the OWNER before the work or construction shall begin. If the methods of construction employed by the CONTRACTOR are such as to require the use of land beyond the limits obtained, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

B. In all such easement rights-of-way, the CONTRACTOR shall be required to carefully remove the Owner's fences, or other obstacles to the construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.

C. Vegetation Impacts - CONTRACTOR to avoid impacts, unless otherwise specified on the plans, to existing native vegetation. The CONTRACTOR shall be required to mitigate for any unauthorized native vegetation impacts that result in death or destruction.

D. The cost of all such restoration of property and/or native vegetation mitigation shall be the responsibility of the CONTRACTOR and no additional payment will be allowed for this work.

1.21 OPERATIONS WITHIN RIGHT-OF-WAY

A. In public thoroughfares, all operations of the CONTRACTOR, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the CONTRACTOR are such as to require the use of land beyond the public thoroughfares, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

1.22 PUBLIC RECORDS

A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

(1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to

the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

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

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

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

B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK 800
DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

1.23 DELETED

1.24 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with

an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

PROPOSAL

CITY OF SANIBEL, FLORIDA

Causeway Boulevard Planting Project

ITB-NR-2-2026/BS

TO: CITY OF SANIBEL
Natural Resources Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel and Coastal Vista Design , for the **Causeway Boulevard Planting Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

_____Dollars ($_____)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **ONE HUNDRED TWENTY (120)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. ____ is hereby acknowledged.

Respectfully submitted,

_____
Contractor

(Individual___), (Partnership___) or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Title _____

Address _____

City / State _____

Telephone _____

Fax _____

Email _____

DATE:

_____

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

ROOTED IN RESILIENCE
Sanibel Causeway Blvd. Corridor

DATE REV-1 : 03/06/26

PREPARED BY COASTAL VISTA DESIGN, CONTACT INFO@COASTALVISTADESIGN (239)558-4610

	Landscape Plant Material							
	Item		Specification	Estimated Quantity	Unit	Unit Price	Install Price	Amount
	20% Upsize canopy trees		Specification					
L-1	*Bursera simaruba*	Gumbo Limbo	14-16' OA HT., 4" CAL, 5-6' SPRD	7	**EA**			$0.00
L-2	*Ficus aurea*	Strangler Fig	14-16' OA HT., 4" CAL, 5-6' SPRD	3	**EA**			$0.00
L-3		**Total of 10 trees of the 50 proposed trees to be upsize 14'-16' OA HT.**		**10**				$0.00
	Canopy trees		Specification					
L-4	*Bursera simaruba*	Gumbo Limbo	12'-14' OA HT, 2" CAL, 4-5' SPRD	5	**EA**			$0.00
L-5	*Coccoloba uvifera*	Seagrape	12'-14' OA HT, 2" CAL, 4-5' SPRD	6	**EA**			$0.00
L-6	*Coccoloba diversifolia*	Pigeonplum	12'-14' OA HT, 2" CAL, 4-5' SPRD	6	**EA**			$0.00
L-7	*Piscidia piscipula*	Jamaica Dogwod	12'-14' OA HT, 2" CAL, 4-5' SPRD	3	**EA**			$0.00
L-8	*Lysoloma latisiliquum*	Wild Tamarind	12'-14' OA HT, 2" CAL, 4-5' SPRD	11	**EA**			$0.00
L-9	*Conocarpus erectus*	Green Buttonwood	12'-14' OA HT, 2" CAL, 5-6' SPRD	9	**EA**			$0.00
L-10		**12'-14' OA HT, 2" CAL MIN, grade must be Florida #1 or better**		**40**				$0.00
	Proposed small trees							
L-11	*Thrinax radiata*	Green Thatch Palm, SMALL	4-5 OA HT, 15 GAL MIN	5	**EA**			$0.00
L-12	*Thrinax radiata*	Green Thatch Palm, LARGE	7-8 OA HT, 15 GAL MIN	15	**EA**			$0.00
L-13	*Leucothrinax morrisii*	Silver Key Thatch Palm	7-8 OA HT, 15 GAL MIN	15	**EA**			$0.00
L-14	*Pseudophoenix sargentii*	Buccaneer Palm	5'-6' OA HT	10	**EA**			$0.00
L-15	*Jacquinia keyensis*	Joe Wood	15 GAL MIN, SPECIMEN	1	**EA**			$0.00
L-16	*Serenoa repens*	Saw palmetto	25 Gal, 3x3', full, 15 GAL MIN	7	**EA**			$0.00
L-17	*Vachellia choriophylla*	Cinnecord	15 GAL MIN, 1" CAL MIN	4	**EA**			$0.00
L-18	*Erythrina herbacea*	Coral Bean	7 GAL MIN	10	**EA**			$0.00
L-19	*Myrcianthes fragrans*	Simpson Stopper, Multistem	15 GAL, 3-4' OA HT, MULTISTEM	10	**EA**			$0.00
L-20	*Conocarpus erectus*	Silver buttonwood, Multistem	6' OA HT,15 GAL	3	**EA**			$0.00
L-21		**Aproximate 50 small trees**		**80**				$0.00
	Medium shrubs							
L-22	*Cassia Bahamensis*	Bahama Casia	3 GAL	392	**EA**			$0.00
L-23	*Conocarpus erectus*	Silver buttonwood	3 GAL	392	**EA**			$0.00
	Groundcovers							
L-24	*Zamia pumila*	Coontie	3 GAL	654	**EA**			$0.00
L-25	*Chrysobalanus icaco*	Horizontal Cocoplum	3 GAL	860	**EA**			$0.00
L-26	*Muhlenbergia capillaris*	Muhly Grass	1 GAL	1419	**EA**			$0.00
L-27	*Spartina patens*	Small Spartina Grass	1 GAL	40	**EA**			$0.00

L-28	*Eragrostis elliottii*	Purples Love Grass	1 GAL	360	**EA**			$0.00
L-29	*Helianthus debilis*	Dune Sunflower	1 GAL	140	**EA**			$0.00
L-30	*Mimosa Strigillosa*	Sunshine Mimosa	1 GAL	975	**EA**			$0.00
L-31	*Ernodea littoralis*	Golden Creeper	1 GAL	259	**EA**			$0.00
L-32	*Borrichia frutescens*	Sea-oxeye Daisy	1 GAL	40	**EA**			$0.00
L-33	*Salvia coccinea*	Red Salvia	1 GAL	180	**EA**			$0.00
L-34	*Solidago sempervirens*	Seaside Goldenrod	1 GAL	80	**EA**			$0.00
L-35	*Rudbeckia hirta*	Blackeyed Susan	1 GAL	280	**EA**			$0.00
L-36		**Total of 14030 SQ FT of proposed Shrubs planted 24" OC**		**6071**				**$0.00**
					PLANT SUBTOTAL =			**$0.00**
	Landscape Materials							
	Item	Specification		Estimated Quantity	Unit	Unit Price		Amount
L-37	Site Vegetation Cleanup, Relocates and Removals	Overall site cleanup including: Remove all existing vegetation indicated to be removed on plans. Remove all invasive vegetation on site, unless indicated by landscape architect. Relocate existing vegetation marked to be removed on plans to designated vegetation relocation area.			Day			$0.00
L-38	Site Preparation and Grading	Add new soil to grade proposed landscape beds areas to provide positive drainage to slope away from roads and share path. Fine finish grading and site preparation for all sod areas.			Day			$0.00
L-39	Top soil	Contractor to mound proposed trees and landscape bed areas (2078 sq ft) as noted on plan detail (A) LP106		252	CYD			$0.00
L-40	Mulch ~ Floramulch	3" minimum depth, all new planting beds; topdress existing mulch areas.		60,374.0	sq ft			$0.00
L-41	Sod - Bahia Sod	weed-free sod, includes installation - include fungicide treatment		55,806.0	sq ft			$0.00
L-42	Fertilization	fertilization upon install - include organic and granular			EA			$0.00
L-43	Watering for establishment	Newly installed plants shall be watered in at time of installation as well as transplanted vegetation. Watering in shall continue for a period of 3x per week for 6 weeks unless adequate rainfall is forecasted.			Lump Sum			$0.00
L-44	Shipping/Delivery/Freight Fee	per contractor			EA			$0.00
L-45	Hauling Fee	per contractor			EA			
L-46	Maintenance of Traffic	Payment for maintenance of traffic will be made for at the Contract lump sum price. The M.O.T. shall include, but is not limited to, furnishing and installing barricades and safety fencing to protect the public during the construction of the project.			Lump Sum			$0.00
L-47	ADD 1: Per Contractor				EA			$0.00

L-48	ADD 2: Per Contractor				EA			$0.00
					MATERIAL TOTAL			**$0.00**
					PROJECT TOTAL			**$0.00**
NOTES:								
1. Follow all notes & details on approved construction drawings.								
2. All listed sizes are minimums by category. Contractor to upsize container size to meet specification, if necessary.								
3. All plant materials shall meet the standard for Florida No. 1 or better, as set out in Grades and Standards for Nursery Plants, Part I & II, Department of Agriculture, State of Florida (as amended).								
4. All plant materials shall be installed in a sound, workmanlike manner and according to accepted good planting procedures.								
5. All elements of landscaping shall be installed so as to meet all applicable jurisdictional ordinances and code requirements.								
6. Contractor to include warrantee following installation. Trees and Palms - 1 year. Shrubs and groundcovers - 6 month. Sod and annuals - 30 day.								

City of Sanibel
Required Bid Items

Causeway Boulevard Planting Project

ITB-NR-2-2026/BS

No.	Name	Page Reference
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete proposal on form provided	Sheet A-1 Sheets P1 & P2
3	Include Certified Check or Bid Bond 5% or more of total bid price	Sheet A-1 and IB-3
4	Acknowledge issued addenda on page 2 of Proposal Form	Sheet IB-2, P2, GC-1
5	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Sheet IB-2
6	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 3-years of experience	Sheet IB-4
7	Complete Bid Schedule	Sheet P-3

SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this _____day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for "Causeway Boulevard Planting Project" dated April 6, 2026, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
   C. CONTRACTOR'S Proposal in response to ITB-NR-2-2026
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   "Causeway Boulevard Planting Project" as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 14 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than 120 days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$**_____said amount being the total "**unit price sum/ lump sum price"** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: _____

By_____

Name_____

Title _____

Email _____

Approved as to form

_____

City Attorney

SPECIMEN FORM OF CONTRACT
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE

_____
(Name of Contractor)

_____
(Address of Contractor)

A _____, as principal,
and (Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

a Corporation, as Surety, are bound to

_____
(Name of Owner)

_____
(Address of Owner)

herein called Owner, in the sum of _____

_____Dollars, ($_____)

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, **"Year"** between Principal and Owner for construction of:

_____

_____

_____

_____

the contract being made a part of this bond by reference, at the times and in the manner

prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, **"Year"**.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By_____

_____

_____

_____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____

ATTEST:

_____
Surety

_____ By_____
(Surety) Secretary Attorney-in-Fact

(SEAL)

_____
(Address)

_____ _____
(Witness as to Surety)

_____ _____
(Address)

_____

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT: _____ OWNER: _____

LANDSCAPE ARCHITECT: _____ CONTRACTOR: _____

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

A. Original contract amount (Col.6) _____
B. Plus: Change Order Additions (Col.13) _____
C. Less: Change Order Deductions (Col.16) _____
D. Adjust contract amount to date _____

ANALYSIS OF WORK PERFORMED

1. Amount of original contract work performed to date (Col.8) _____
2. Change Order work performed to date _____
3. Total amount of work performed to date _____
4. Add: Materials stored at close of this period
   (Attach detailed schedule _____
5. Less: Amount retained _____ percent _____
6. Net amount earned on contract work to date _____
7. Less: Amount of previous payments _____
8. Balance due this payment _____

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

_____ By _____
(Contractor) (Authorized Representative)

_____ Title _____

RECOMMENDATION OF LANDSCAPE ARCHITECT

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

DATE: _____ By _____

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

LANDSCAPE ARCHITECT:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____FOR PERIOD _____TO_____

CONTRACT AMOUNT						COMPLETED TO DATE		
ITEM NO. (1)	DESCRIPTION OF ITEM (2)	QUANTITY (3)	UNIT OF MEAS. (4)	COST PER UNIT (5)	TOTAL AMOUNT (6)	QUANTITY (7)	AMOUNT (8)	% COM-PLETE (9)
TOTAL								

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

LANDSCAPE ARCHITECT:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____FOR PERIOD _____TO _____

SCHEDULE OF CHANGE ORDERS

CHANGE ORDER				ADDITIONS		
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	AMOUNT COMPLETED TO DATE (15)	DEDUCTIONS (16)
TOTAL						

CONTRACTOR'S LETTERHEAD

CONTRACTOR'S CERTIFICATE

I, _____, the duly qualified, acting and authorized agent of the Contractor, _____ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. _____.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS _____DAY OF _____, **"Year"**.

CONTRACTOR'S SEAL _____
Contractor

BY: _____

TITLE: _____

Sworn to before me this _____day of _____, **"Year"**.

_____
NOTARY

My commission expires: _____: (NOTARY SEAL)

PROJECT: _____

OWNER: City of Sanibel _____

CHANGE ORDER NO. _____

TO: _____

_____

_____

You are hereby authorized to make the following additions and/or deductions to your contract amount.

	PREVIOUS CONTRACT AMOUNT	NET CHANGE INCREASE	NET CHANGE DECREASE	REVISED (DEDUCT)	REVISED (ADD)	CONTRACT AMOUNT
TOTAL:	$_____	$_____	$_____	$_____	$_____	$_____

Description of Change: Add Deduct

RECOMMENDED: APPROVED:

OWNER_____
By_____By _____
Title_____ Date_____Title_____Date_____

ACCEPTED:

CONTRACTOR_____
BY _____
Title _____Date _____

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 - CONTRACT DOCUMENTS

2.1.01 GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Conditions
5. Specifications

2.1.02 BIDDING DOCUMENTS:

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of their Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACT:

The Contract defines the “Contract Documents” and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

2.1.04 GENERAL CONDITIONS OF THE CONTRACT:

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract) and those responsibilities delegated by the OWNER to the Landscape Architect who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings

herein given:

A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.

C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.

D. The word " Landscape Architect" shall mean the project landscape architect as designated by the OWNER.

2.1.05 SPECIAL CONDITIONS:

Special Conditions are special provisions not included in the General Conditions of the Contract, which apply to this specific project.

2.1.06 DRAWINGS AND SPECIFICATIONS:

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the OWNER, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after their discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Landscape Architector by the Landscape Architectas representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.

3. Additional Instructions: Further instructions may be issued by the Landscape Architectduring the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount

of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.

4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.

5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.

6. Plans and Specifications: The OWNER may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of their sub- contractor's, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.

7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and they shall assume the responsibility, therefore.

2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE LANDSCAPE ARCHITECT:

The CONTRACTOR shall maintain one complete set of the Contract Documents at the job site which shall always be available to the OWNER and upon which the CONTRACTOR shall record all changes and field adjustments. The CONTRACTOR shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. An as-built survey of the project shall be performed and submitted to OWNER prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such survey as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the CONTRACTOR.

SECTION 2.2 - OWNER-CONTRACTOR-LANDSCAPE ARCHITECT RELATIONS

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.

2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.

3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy they may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.

4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as they may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.

   A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that they give the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.

   B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.

5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate their agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.

   A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever they shall:

      (i) Declare bankruptcy, become insolvent, or assign their assets for the benefit of their creditors.

      (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

      (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor’s, or proper materials, or fail to make prompt payment, therefore.

   B. Completion by the OWNER: In the event of termination of the Agreement by

the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means they may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Landscape Architector persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of their obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the

CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR: Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine their apparatus and storage to such additional areas as they may provide at their expense.

   A. Private and Public Property: The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission; and they shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. They shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

2. Surveys: Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working point lines, and elevations. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the CONTRACTOR or resulting from their negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points, and stakes.

3. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities, and they will be liable for any expense resulting from damage to them.

4. Superintendent: A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the work and give efficient supervision to the work until its

completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of all the sub-contractor's. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of their sub-contractor's, and of their direct and indirect employees, to the same extent as they are responsible for the acts and deficiencies of their employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.

   A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Landscape Architectan arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.

6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate their Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:

   A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or their employees.

   B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.

7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, they shall notify the OWNER of the emergency as soon as practicable, but they shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 RESPONSIBILITY OF THE LANDSCAPE ARCHITECT:

The Landscape Architect shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Landscape Architect as set forth herein shall not be extended, except through written consent of the Landscape Architect and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always

be subject to observation by the Landscape Architect and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Landscape Architect shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make their observations and construction review.

2. Acceptability of Work: The Landscape Architect's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Landscape Architect's decision relative to the performance of the work.

3. Landscape Architect's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Landscape Architect for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 OBSERVATION OF COMPLETED WORK

The CONTRACTOR shall remove or uncover such portions of the completed work as may be directed by the OWNER at any time before acceptance of the work. After examination, the CONTRACTOR shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at the CONTRACTOR'S expense.

2.2.06 WORK BY OWNER OR OTHER CONTRACTOR'S:

1. Separate Contracts: The OWNER may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTOR'S regarding storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTOR'S affecting their work and to report to the OWNER any irregularities which will not permit them to complete their work in a satisfactory manner. Their failure to notify the OWNER of such irregularities shall indicate the work of other CONTRACTOR'S has been satisfactorily completed to receive their work. The CONTRACTOR shall not be responsible for defects of which they could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the OWNER immediately any difference between completed work by others and the provisions of the Contract

Documents.

2. Written Agreement: Whenever work being done by the OWNER through their own employees or through other CONTRACTOR'S is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 SECTION DELETED

2.2.08 NIGHT AND SUNDAY WORK:

No night or Sunday work requiring the presence of an Landscape Architect or Inspector will be permitted, except in case of emergency and then only to such an extent as it is absolutely necessary and with written approval of the Landscape Architect, provided that the clause shall not operate in case of a gang organized for regular and continuous night work, and on work which, in the opinion of the Landscape Architect, can be performed satisfactorily at night or on Sunday.

SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP

2.3.01 MATERIALS AND EQUIPMENT:

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the OWNER or Landscape Architect. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment provided are in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the OWNER or Landscape Architect has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

   A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such OWNER or Landscape Architect and catalog data as the OWNER or Landscape Architect may require.

   B. The CONTRACTOR shall abide by the OWNER or Landscape Archtect's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The OWNER or Landscape Architect will review proposed substitutions and make their recommendations in writing within a reasonable time.

2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure

that materials and equipment to be furnished fit the space available. CONTRACTOR shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.

4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the OWNER or Landscape Architect, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

2.3.02 SAMPLES:

All samples called for in the Specifications or required by the Landscape Architect shall be furnished by the CONTRACTOR and shall be submitted to the OWNER or Landscape Architect for their review. Samples shall be furnished so as not to delay fabrication, allowing the OWNER or Landscape Architect reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.

3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the OWNER or Landscape Architect.

2.3.03 SHOP DRAWINGS:

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the

Drawings, Specifications, or the Landscape Architect's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Landscape Architect at the time of the first submission of shop drawings and other drawings for consideration. The Landscape Architect's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Landscape Architect.

1. CONTRACTOR'S Certification: When submitted for the OWNER or Landscape Architect's review, shop drawings shall bear the CONTRACTOR'S certification that they have reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that they has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

2.3.04 EQUIPMENT DATA:

The CONTRACTOR shall submit for the OWNER or Landscape Architect's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the OWNER or Landscape Architect before any of the equipment is ordered.

1. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.
2. Relation to Contract Documents: Catalog data for equipment reviewed by the Landscape Architect shall not supersede the Landscape Architect's Contract Documents. The review of the Landscape Architect shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless they have in writing called the Landscape Architect's attention to such deviations at the time of submission, nor shall it relieve them from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Landscape Architect's Contract Documents for deviations and errors.

3. CONTRACTOR'S Certification: Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that they have reviewed, checked and approved the data submitted; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; and that they have verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that their Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS:

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is

given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Landscape Architect may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to remove rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.

2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

2.3.06 CUTTING AND PATCHING:

The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. They shall restore all such cut or patched work as approved by the Landscape Architect. Cutting of existing structure that may endanger the work, adjacent property, workmen, or the public shall not be done.

2.3.07 CHARACTER OF WORKERS:

The CONTRACTOR shall always be responsible for the conduct and discipline of their employees and/or any sub-contractor or persons employed by sub-contractor's. All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or sub-contractor who does not perform their work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

2.3.08 GUARANTY:

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

2.3.09 A.S.T.M. DESIGNATION:

Wherever the letters "A.S.T.M." are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

2.4.01 INSURANCE:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L.& H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.

2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.

3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.

4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from their operations under this Contract.

2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent CONTRACTOR'S, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non- owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Landscape Architect, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2.4.03 WORKERS' COMPENSATION INSURANCE:

CONTRACTOR'S shall provide the statutory Worker's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Worker's Compensation Insurance Laws.

2.4.04 DELETED

2.4.05 INDEMNITY:

The CONTRACTOR (sub-contractor) hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Landscape Architect, OWNER, their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnitee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnitee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

The indemnity provided hereunder shall not include indemnification of the Landscape Architect in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Landscape Architect, their agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Landscape Architect and OWNER has by law.

2.4.06 WAIVER OF SUBROGATION:

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractor's, agents, and employees of each other, and (2) the Landscape Architect and separate CONTRACTOR'S, if any, and their sub-contractor's, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds ofsuch insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Landscape Architect, separate CONTRACTOR'S and sub-contractor's by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

2.4.07 PATENTS AND ROYALTIES:

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, they shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER and the Landscape Architect from any and all loss or expense on account thereof, including its use by the OWNER.

2.4.08 PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the OWNER. The permits for construction within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER.

2.4.09 LAWS TO BE OBSERVED:

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Landscape Architect against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by themself or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Landscape Architect in writing.

1. 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 of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.

2.4.10 WRITTEN NOTICE:

Written notice shall be considered as served when delivered in person or sent by registered mail to

the individual, firm, or corporation, or to the last business address of such known to them who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in their business address until completion of the Contract.

2.4.11 ASSIGNMENT OF CONTRACT:

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

2.4.12 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.13 WORK DURING AN EMERGENCY:

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases CONTRACTOR shall not wait for instructions before proceeding to properly protect both life and property.

2.4.14 WARNING SIGNS AND BARRICADES:

The CONTRACTOR shall provide adequate signs, barricades, warning lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

2.4.15 PUBLIC CONVENIENCE:

The CONTRACTOR shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public, except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall always be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

2.4.16 SAFETY:

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by their operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Landscape Architect to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

2.4.17 EXISTING CONSTRUCTION:

When new construction is adjacent to or crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the OWNER shall secure written permission from the proper authority before executing such new construction. The CONTRACTOR shall satisfy themself that the OWNER has secured written permission before any work is done. The CONTRACTOR shall acquaint themself with and shall execute the work in accordance with any and all requirements of the written permit. The CONTRACTOR shall replace or repair all existing construction damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.

2.4.18 SANITARY PROVISIONS:

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of their employees and those of their sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

2.4.19 NONDISCRIMINATION IN EMPLOYMENT:

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;

2. That no CONTRACTOR, sub-contractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

SECTION 2.5 - PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED:

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME:

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

2.5.03 SCHEDULE OF COMPLETION:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the OWNER or Landscape Architect, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK:

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK:

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Landscape Architect. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

2.5.06 EXTENSION OF CONTRACT TIME:

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such

delay.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that 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. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of their equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

2.5.09 CLEANING UP:

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operation or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

2.5.10 LANDSCAPE ARCHITECT'S CERTIFICATE OF SUBSTANTIAL COMPLETION:

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Landscape Architect shall prepare an Landscape Architect's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of their obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:

The Contract will be considered complete when all work has been finished, the final review made up by the Landscape Architect, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in their Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Thousand Five Hundred Dollars ($100.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

2.5.14 INCENTIVE CLAUSE:

The City of Sanibel will pay the CONTRACTOR an “Incentive Bonus” in the sum of One Hundred Dollars ($100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the OWNER or Landscape Architect, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor’s or other CONTRACTOR’S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR’S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the “Incentive Bonus” Completion Date set forth above.

SECTION 2.6 – PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the OWNER or Landscape Architect, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT:

Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the OWNER or Landscape Archtect during construction as provided below.

1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as Landscape Architect shall determine in accordance with paragraph 2.6.05 of the General Conditions.

2.6.03 DELETED

2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the OWNER or Landscape Architect.
2. Pay such other amount, in accordance with Paragraph 2.6.05, as they shall decide is due the CONTRACTOR, informing the CONTRACTOR and the OWNER or Landscape Architect in writing of their reasons for paying the amended amount.
3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the OWNER or Landscape Architect of their reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect themself from loss on account of any of the following:

1. Defective work.

2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.

3. Failure of the CONTRACTOR to make payments due to sub-contractor's, material suppliers, or employees.

4. Damage to another CONTRACTOR.

2.6.06 PAYMENT FOR UNCORRECTED WORK:

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:

The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and they shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

1. Removal by OWNER: Removal of rejected work or materials and storage of materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of their intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

2.6.08 PAYMENT FOR EXTRA WORK:

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.

2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.

3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:

   A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.

   B. Labor insurance and taxes.

   C. Materials and supplies used on the work.

   D. Associated General CONTRACTOR'S of America standard rental rates on each piece of equipment having a value in excess of $50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 d., Suspension of Work by OWNER, the

CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER:

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING THEIRTERMINATION OF THE CONTRACT:

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Landscape Architect's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Landscape Architect.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at their expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

2.6.14 ACCEPTANCE AND FINAL PAYMENT:

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, they shall certify completion of the work to the OWNER and submit a final

Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that they have fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the OWNER or Landscape Architect to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2. Final Payment: The CONTRACTOR shall be paid in full within 61 days after the date of substantial completion. If within 61 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the OWNER or Landscape Architect shall be withheld and paid 61 days following completion of all such items. This payment shall constitute final settlement.

SECTION 2.7 - CONTROL OF THE WORK

2.7.01 GENERAL:

The following general provisions have been taken verbatim from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with certain modifications to meet specific requirements of the City of Sanibel. The CONTRACTOR is advised to read these provisions very carefully and ensure that they fully understand all of the requirements.

2.7.02 PLANS AND WORKING DRAWINGS:

1. Plans and Contract Documents:

   The CONTRACTOR will be furnished an appropriate number of copies of the plans and special provisions as required for the particular project. Copies of the Standard Specifications may be purchased from the Florida Department of Transportation. The CONTRACTOR shall have available on the work, at all times, one copy each of the plans, specifications and special provisions.

2. Plans:

   The plans furnished by the Landscape Architect consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are

necessary to give a comprehensive idea of the structure.

3. Alterations in Plans:

All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after its approval by the OWNER or Landscape Architect, except by direction of the Landscape Architect.

4. Working Drawings (for Structures):

A. General:

The CONTRACTOR shall furnish, on sheets not larger than 24 inches by 36 inches, such working and detail drawings as may be required for any part of the structure and which are not included in plans furnished by the Landscape Architect.

B. For Steel Structures:

Working Drawings for steel structures shall consist of shop detail, erection details and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

C. For Concrete Structures:

Working drawings for concrete structures shall consist of such detailed plans as may reasonably be required for the effective prosecution of the work and which are not included in plans furnished by the Landscape Architect. These may include details of falsework, bracing centering and formwork, masonry layout diagrams, and diagrams for bending reinforcing steel.

D. Submission of Working Drawings:

The CONTRACTOR shall submit to the OWNER or Landscape Architect for approval three (3) sets of any required detailed shop or working drawings. These drawings shall be submitted insufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover. Prior to the approval of these drawings any work done, or materials ordered for the structures involved shall be at the CONTRACTOR'S risk. One set of these drawings will be returned to the CONTRACTOR, either approved or marked with corrections required. The other sets will be retained by the OWNER or Landscape Architect.

E. Responsibility of Accuracy of Working Drawings:

It is understood, however, that approval by the OWNER or Landscape Architect of the CONTRACTOR'S working drawings does not relieve the CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. The CONTRACTOR shall be responsible for

agreement and conformity of their working drawings with the approved plans and specifications.

F. Cost of Working Drawings:

The contract prices shall include the cost of furnishing all working drawings, and the CONTRACTOR will be allowed no extra compensation for such drawings.

2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

2.7.04 CONFORMITY OF WORK WITH PLANS:

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the OWNER or Landscape Architect finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications, but that reasonably acceptable work has been produced, they shall then make a determination if the work shall be accepted and remain in place. In this event, the Landscape Archtect will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as they deem necessary to conform to their determination based on the OWNER or Landscape Archtect's judgment.

In the event the OWNER or Landscape Architect finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:

The CONTRACTOR shall take no advantage of any apparent error or omission which they might discover in the plans or specifications but shall forthwith notify the OWNER or Landscape Architect

of such discovery, who will then make such corrections and interpretations as they deem necessary for reflecting the actual spirit and intent of the plans and specifications.

2.7.06 AUTHORITY OF THE LANDSCAPE ARCHTECT:

All work shall be available for inspection by the Landscape Architect and performed to their satisfaction.

It is agreed by the parties hereto that the Landscape Architect shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

2.7.07 AUTHORITY AND DUTIES OF LANDSCAPE ARCHTECT'S ASSISTANTS:

The Landscape Architect may appoint such assistants and representatives as they desire. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Landscape Architect. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

2.7.08 CONSTRUCTION STAKES AND MARKERS:

1. Stakes Furnished:

   The CONTRACTOR shall furnish and set, free of charge, slope stakes, grade stakes and all other stakes necessary for construction of the project. The CONTRACTOR shall furnish all templates and other materials necessary for making and maintaining points and lines given and shall furnish the Landscape Architect such incidental labor as they may require in reestablishing points and lines necessary to the prosecution of the work.

2. Special Requirements for Landscape Work:

   For landscape work, the OWNER will furnish all stakes in the size and quantity required and the CONTRACTOR shall set all such stakes with their own forces. The CONTRACTOR shall maintain such stakes in place until the layout is approved and the digging of the holes for the plantings has begun; replacing any which may become destroyed or disturbed during such period.

2.7.09 CONTRACTOR'S SUPERVISION:

1. Prosecution of work:

   The CONTRACTOR shall give the work the constant attention necessary to assure the scheduled progress and they shall cooperate fully with the OWNER or Landscape

Architect and with other CONTRACTOR'S at work in the vicinity.

2. CONTRACTOR'S Superintendent:

The CONTRACTOR shall at all times have on the work as their agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the OWNER or Landscape Architect or their authorized representatives. The superintendent shall have full authority to execute the orders or directions of the OWNER or Landscape Architect and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

3. Supervision for Emergencies:

The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a 24-hour basis, seven days a week, in order that they may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. For compliance with this requirement outside of working hours, the furnishing of the telephone number where such person can be reached will suffice.

2.7.10 GENERAL INSPECTION REQUIREMENTS:

1. Cooperation by CONTRACTOR:

No work shall be done, nor materials used, without suitable inspection by the OWNER or Landscape Architect or their representative, and the CONTRACTOR shall furnish the OWNER or Landscape Architect with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the OWNER or Landscape Architect so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

2. Failure of Landscape Architect to Reject Work During Construction:

If, during or prior to construction operations, the Landscape Architect should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent their later rejection when such defect is discovered, or obligate the Landscape Architect to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the OWNER or Landscape Architect shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to them or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of their responsibility for the work performed by them.

2.7.11 FINAL CONSTRUCTION INSPECTION:

1. Maintenance Until Final Acceptance:

   The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the OWNER or Landscape Architect under the provisions of 2.7.12.

2. Semifinal Inspections:

   The OWNER or Landscape Architect will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the OWNER or Landscape Architect's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the OWNER or Landscape Architect shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

   Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the OWNER or Landscape Architect will make the final inspection.

2.7.12 FINAL ACCEPTANCE:

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the OWNER or Landscape Architect shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy themself as to the OWNER or Landscape Architect's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of their acceptance of the work.

2.7.13 CLAIMS BY CONTRACTOR:

Where the CONTRACTOR deems that extra compensation is due them for work or materials not clearly covered in the contract or not ordered by the OWNER or Landscape Architect as extra work, as defined herein, the CONTRACTOR shall notify the OWNER or Landscape Architect in writing of their intentions to make claim for extra compensation, before they begin the work on which they base the claim. If such notification is not given, and the OWNER or Landscape Architect is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the OWNER or Landscape Architect has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the OWNER or Landscape Architect, is found to be valid, it shall be allowed and paid for as extra as provided her

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ROOTED IN RESILIENCE

LANDSCAPE PLAN - CAUSEWAY BLVD CORRIDOR

SANIBEL, FL

sheet index

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	EX102	EXISTING VEGETATION IMPACT PLAN
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	LP105	PROPOSED VEGETATION & SECTION E-E'
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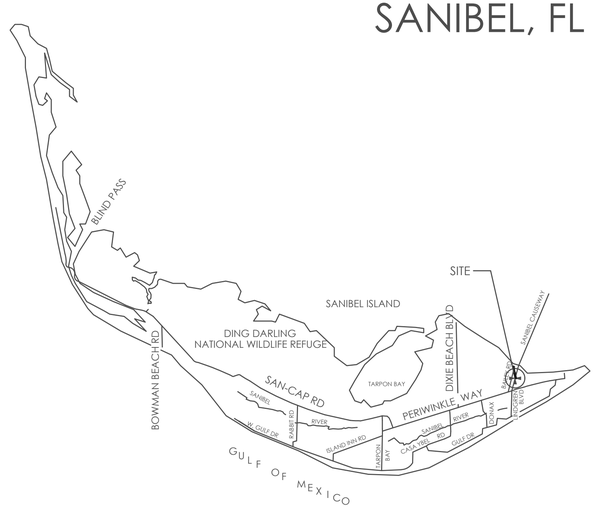
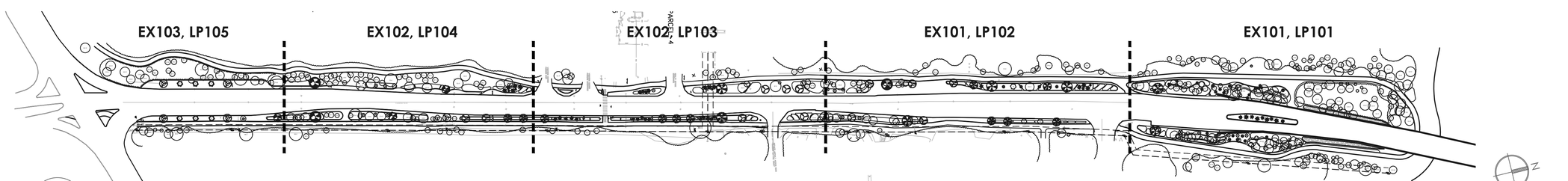
	LP107	LANDSCAPE DETAILS AND NOTES



REPRESENTATIVE:
CITY OF SANIBEL
Paula McMichael, Director of Planing Department
Craig Chandler, Deputy Planning Director
Holly Milbrandt, Director of Natural Resources
Causeway Blvd. Corridor
800 Dunlop Road
Sanibel, Florida 33957



A / LS101 KEY PLAN
SCALE: 1" = 100'

SCALE: 1" = 100'-0"
0' 50' 100' 200'

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COASTAL VISTA
2410 PALM RIDGE ROAD
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CAUSEWAY BLVD
CAUSEWAY BLVD
SANIBEL, FL 33957
COVER

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: C

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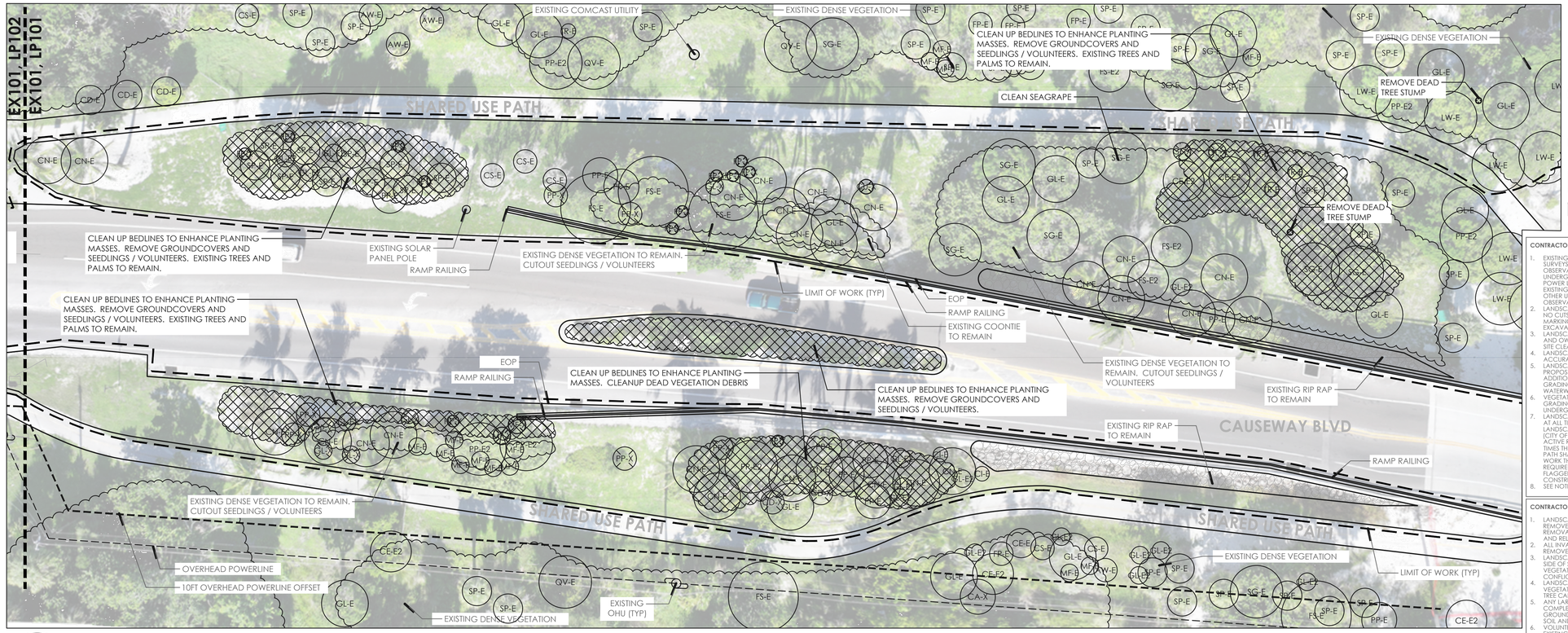


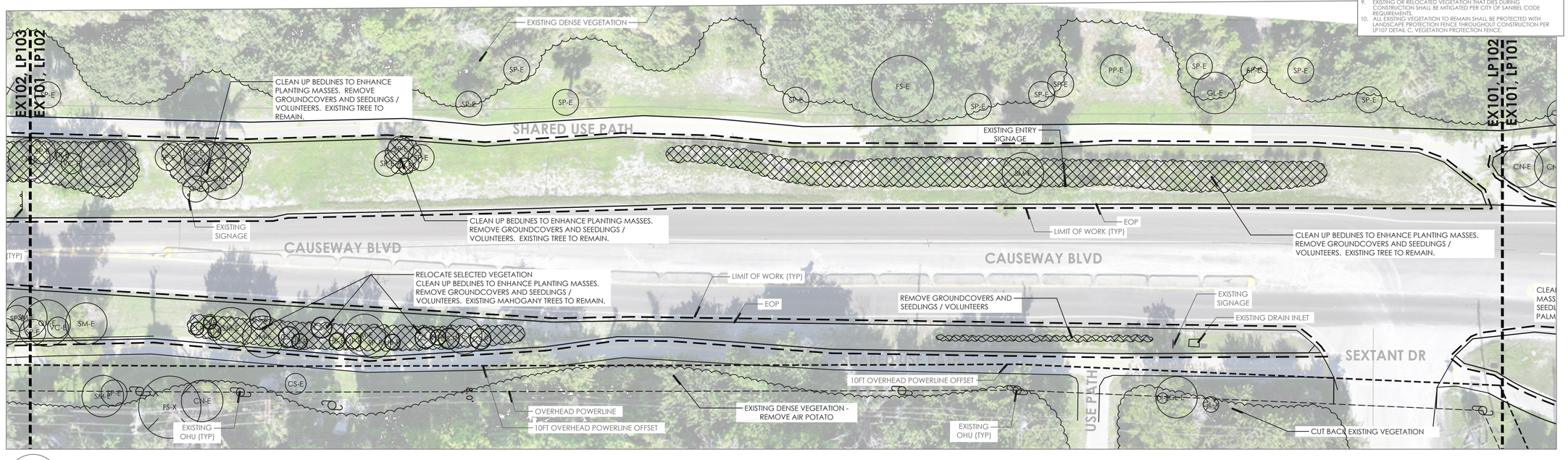
A PLAN
EX101
SCALE: 1" = 20'

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK. HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY. THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.
8. SEE NOTEBOX EX103: 102 MAINTENANCE OF TRAFFIC

CONTRACTOR – VEGETATION IMPACTS NOTES:

1. LANDSCAPE CONTRACTOR TO IDENTIFY AND VERIFY PLANTS TO BE REMOVED WITH CLIENT REPRESENTATIVE PRIOR TO PERFORMING REMOVALS. CONTRACTOR TO CONFIRM ALL QUANTITIES OF REMOVALS AND RELOCATIONS.
2. ALL INVASIVE EXOTIC VEGETATION WITHIN LIMIT OF WORK / SITE SHALL BE REMOVED FROM SITE.
3. LANDSCAPE CONTRACTOR TO WALL BACK EXISTING MAHOE ON SOUTH SIDE OF SOUTH MULTI-USE PATH. CONTRACTOR TO TRIM BACK CANOPY VEGETATION OVERHANGING MULTI-USE BIKE PATH IN LOCATIONS WHERE CONFLICTS ARISE WITH PROPOSED CANOPY TREES.
4. LANDSCAPE CONTRACTOR SHALL FOLLOW ALL CITY OF SANIBEL VEGETATION TRIMMING GUIDELINES. NOT MORE THAN 25% OF NATIVE TREE CANOPY SHALL BE TRIMMED.
5. ANY LARGE PALMS, TREES OR STUMPS TO BE REMOVED SHALL BE COMPLETELY REMOVED. ROOT BALLS SHALL BE REMOVED OR STUMP GROUND TO MINIMUM OF 12" DEPTH AND BACKFILLED WITH APPROVED SOIL AND SHALL BE LANDSCAPED OR SODDED.
6. VOLUNTEER SAPLINGS LESS THAN 1" CALIPER SHALL BE CULLED FROM EXISTING VEGETATION MASSES. EXISTING GROUNDCOVER MASSES (HERBACIOUS, NON-WOODY PLANT MATERIAL) SHALL BE REMOVED. SELECT VOLUNTEER SHRUBS SHALL BE REMOVED FOR LEGIBILITY WITHIN LANDSCAPE BED AREAS.
7. LANDSCAPE CONTRACTOR SHALL PRESERVE EXISTING COONTIE IN PLACE AND TO PRESERVE LARGE COONTIES TAGGED FOR RELOCATION.
8. PROPOSED RELOCATED VEGETATION SHALL BE TAGGED WITH COLORED ENGINEER TAPE PRIOR TO RELOCATION. TAPE SHALL REMAIN ON RELOCATED VEGETATION THROUGHOUT DURATION OF SITE WORK. RELOCATED VEGETATION SHALL BE HAND WATERED FOR ESTABLISHMENT.
9. EXISTING OR RELOCATED VEGETATION THAT DIES DURING CONSTRUCTION SHALL BE MITIGATED PER CITY OF SANIBEL CODE REQUIREMENTS.
10. ALL EXISTING VEGETATION TO REMAIN SHALL BE PROTECTED WITH LANDSCAPE PROTECTION FENCE THROUGHOUT CONSTRUCTION PER LP107 DETAIL C. VEGETATION PROTECTION FENCE.



B PLAN
EX101
SCALE: 1" = 20'

COASTAL VISTA
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CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

EXISTING VEGETATION IMPACT PLAN

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: EX101

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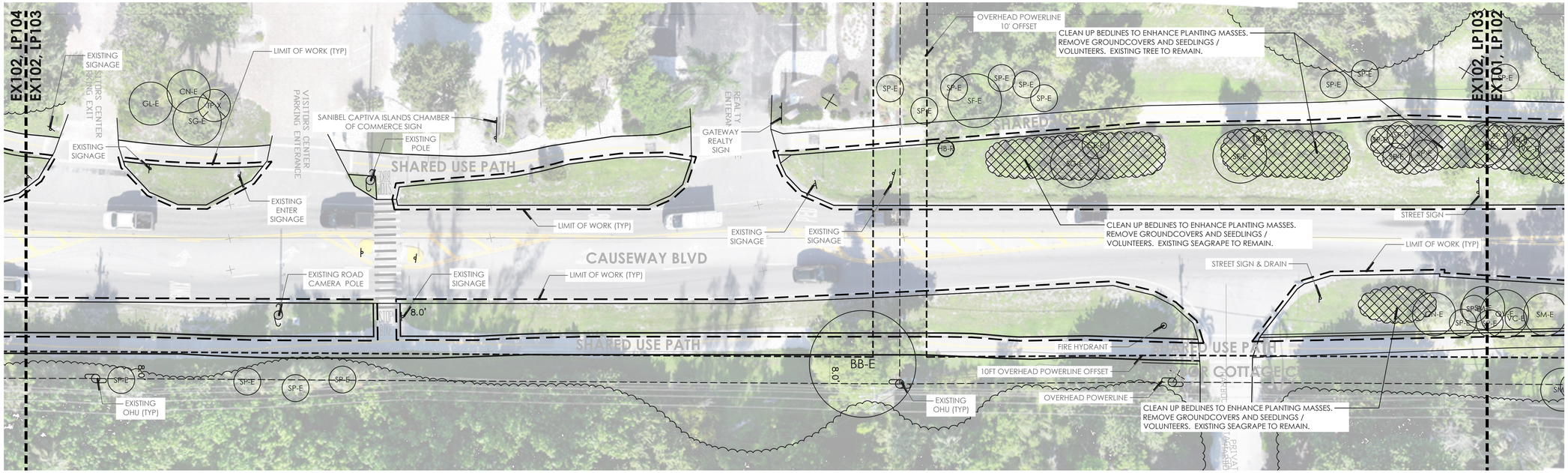

A PLAN
EX102
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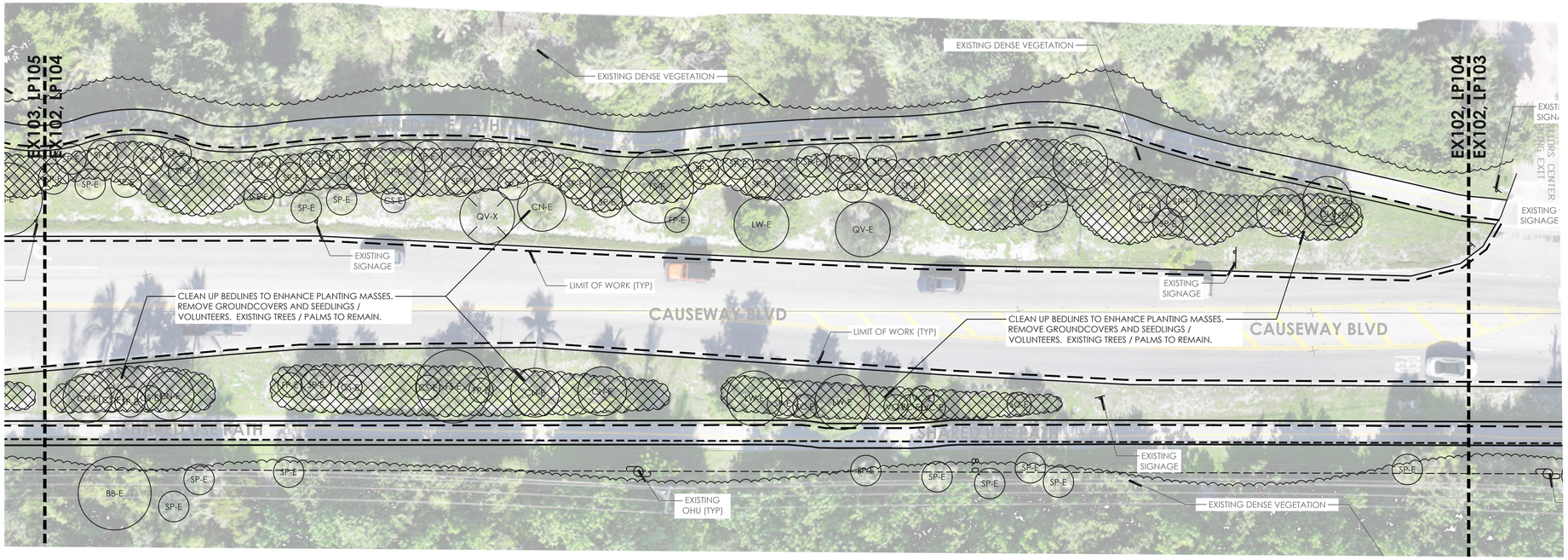

B PLAN
EX102
SCALE: 1" = 20'

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL, AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK. HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO REDIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.
8. SEE NOTEBOX EX103: 102 MAINTENANCE OF TRAFFIC

CONTRACTOR – VEGETATION IMPACTS NOTES:

1. LANDSCAPE CONTRACTOR TO IDENTIFY AND VERIFY PLANTS TO BE REMOVED WITH CLIENT REPRESENTATIVE PRIOR TO PERFORMING REMOVALS. CONTRACTOR TO CONFIRM ALL QUANTITIES OF REMOVALS AND RELOCATIONS.
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4. LANDSCAPE CONTRACTOR SHALL FOLLOW ALL CITY OF SANIBEL VEGETATION TRIMMING GUIDELINES. NOT MORE THAN 25% OF NATIVE TREE CANOPY SHALL BE TRIMMED.
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8. PROPOSED RELOCATED VEGETATION SHALL BE TAGGED WITH COLORED ENGINEER TAPE PRIOR TO RELOCATION. TAPE SHALL REMAIN ON RELOCATED VEGETATION THROUGHOUT DURATION OF SITE WORK. RELOCATED VEGETATION SHALL BE HAND WATERED FOR ESTABLISHMENT.
9. EXISTING OR RELOCATED VEGETATION THAT DIES DURING CONSTRUCTION SHALL BE MITIGATED PER CITY OF SANIBEL CODE REQUIREMENTS.
10. ALL EXISTING VEGETATION TO REMAIN SHALL BE PROTECTED WITH LANDSCAPE PROTECTION FENCE THROUGHOUT CONSTRUCTION PER LP107 DETAIL C, VEGETATION PROTECTION FENCE.

EXISTING VEGETATION LEGEND

- XX-E — EXISTING TREE - REMAIN
- XX-R — EXISTING TREE - RELOCATE
- XX-X — EXISTING TREE - REMOVE
- GROUNDCOVER REMOVAL AREA: *REMOVE GRASSES AND GROUNDCOVER ONLY, SEE VEGETATION REMOVAL NOTES*
- LIMIT OF WORK

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INFO@COASTALVISTADESIGN.COM

CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

EXISTING VEGETATION IMPACT PLAN

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: EX102

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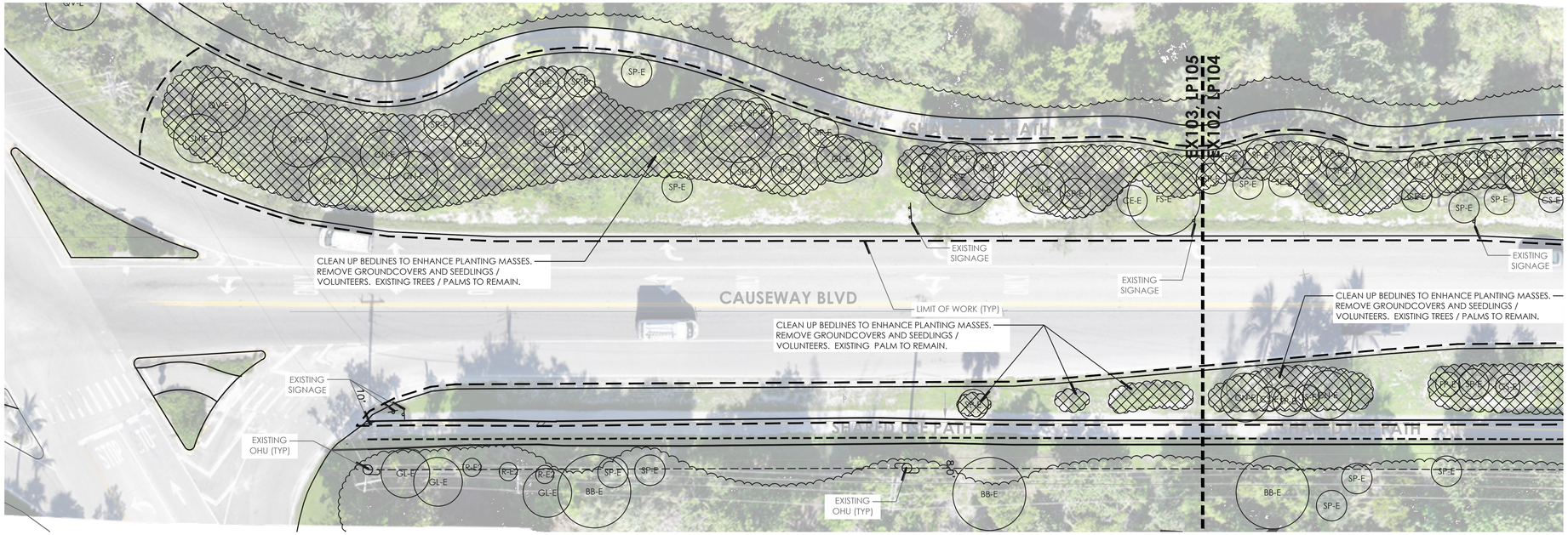

A
EX103
PLAN
SCALE: 1" = 20'

IMPACT PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
RELOCATE - NATIVE				
CE-R	1	CONOCARPUS ERECTUS	BUTTONWOOD	RELOCATE
SP-R	1	SABAL PALMETTO	SABAL PALM	RELOCATE
REMOVE - NATIVE				
GL-X	7	BURSERA SIMARUBA	GUMBO LIMBO, SEEDLINKS	REMOVE
CD-X	2	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	MITIGATE 1:1
FS-X	1	FICUS AUREA	STRANGLER FIG	DEAD
PP-X	7	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD, SEEDLINK	REMOVE
QV-X	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	MITIGATE 1:1
REMOVE - NONNATIVE				
CA-X	1	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	INVASIVE
TP-X	1	THESPESIA POPULNEA	MAHOE	INVASIVE
RELOCATE - NATIVE				
CI-R	3	CHRYSOBALANUS ICACO	COCO PLUM	RELOCATE
CS-R	6	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD	RELOCATE
HB-R	4	HETEROSAVIA BAHAMENSIS	MAIDENBUSH	RELOCATE
MF-R	2	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	RELOCATE
REMOVE - NATIVE				
CU-X	1	COCCOLOBA UVIFERA	SEA GRAPE	MITIGATE 1:1
FP-X	11	FORESTIERA SEGREGATA	FLORIDA PRIVET, SEEDLINKS	REMOVE
HP-X	1	HAMELIA PATENS	FIREBUSH	MITIGATE 1:1
MF-X	2	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	MITIGATE 1:1

IMPORTANT: VEGETATION IMPACTS

1. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY UNDERGROUND UTILITY WORK.
2. ALL SITE GRADING & DRAINAGE SHALL MEANDER AROUND EXISTING AND RELOCATED VEGETATION.

IMPORTANT: CONTRACTOR

1. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 or (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING ALL QUANTITIES OF NATIVES TO BE PRESERVED ON SITE AND FOR VERIFYING THE QUANTITY AND EXTENT OF EXOTICS TO BE REMOVED FROM SITE PRIOR TO BIDDING ON OR BEGINNING SITE WORK.
3. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING LOCATION OF EXISTING NATIVE/ PROTECTED SPECIES ON SITE AND TAKING NECESSARY MEASURES TO PROTECT OR RELOCATE AND PRESERVE EXISTING NATIVES.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY EXISTING VEGETATION PLANS AND FOR NOTIFYING GENERAL CONTRACTOR, OWNER OR OWNERS AGENT OF ANY CONFLICTS.
5. ALL EXISTING NATIVE VEGETATION ON SITE IS TO REMAIN IN EXISTING LOCATION UNLESS OTHERWISE SPECIFIED ON PLANS.

EXISTING PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE
REMAIN - NATIVE			
GL-E2	BURSERA SIMARUBA	GUMBO LIMBO	EXISTING
GL-E	BURSERA SIMARUBA	GUMBO LIMBO	EXISTING
CD-E	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	EXISTING
SG-E	COCCOLOBA UVIFERA	SEA GRAPE	EXISTING
CE-E2	CONOCARPUS ERECTUS	BUTTONWOOD	EXISTING
CE-E	CONOCARPUS ERECTUS	BUTTONWOOD	EXISTING
FS-E	FICUS AUREA	STRANGLER FIG	EXISTING
FS-E2	FICUS AUREA	STRANGLER FIG	EXISTING
LW-E	LYSILOMA LATISILIQUA	WILD TAMARIND	EXISTING
PP-E	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD	EXISTING
PP-E2	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD	EXISTING
QV-E	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	EXISTING
SP-E	SABAL PALMETTO	SABAL PALM	EXISTING
SF-E	SIDEROXYLON FOETIDISSIMUM	WILD MASTIC	EXISTING
SM-E	SWIETENIA MAHAGONI	MAHOGANY	EXISTING
REMAIN - NONNATIVE			
BB-E	BUCIDA BUCERAS	BLACK OLIVE	EXISTING
CN-E	COCOS NUCIFERA	COCONUT PALM	EXISTING
REMAIN - NATIVE			
AW-E	ACOELORRHAPHE WRIGHTII	PAUROTIS PALM	EXISTING
CI-E	CHRYSOBALANUS ICACO	COCO PLUM	EXISTING
CU-E2	COCCOLOBA UVIFERA	SEA GRAPE	EXISTING
CS-E	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD	EXISTING
FP-E	FORESTIERA SEGREGATA	FLORIDA PRIVET	EXISTING
MF-E	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	EXISTING
SC-E	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	EXISTING
TR-E2	THRINAX RADIATA	GREEN THATCH PALM, DOUBLE	EXISTING
TR-E	THRINAX RADIATA	GREEN THATCH PALM	EXISTING
VC-E	VACHELLIA CHORIOPHYLLA	CINNECORD	EXISTING
REMAIN - NONNATIVE			
DI-E	DRACENA MARGINATA	DRACENA	EXISTING

PRESERVATION OF NATIVES ON SITE

1. ALL NATIVES TO REMAIN IN PLACE ON SITE SHALL BE PROTECTED BY SITE CONSTRUCTION ACTIVITIES BY ORANGE CONSTRUCTION FENCE.
2. ANY NATIVES SHOWN TO REMAIN IN PLACE, BUT DETERMINED TO BE IMPACTED BY SITE CONSTRUCTION ACTIVITIES SHALL BE RELOCATED TO THE VEGETATION RECEPTOR AREA.
3. A CITY OF SANIBEL VEGETATION PERMIT IS REQUIRED FOR RELOCATION AND REMOVAL OF ANY NATIVE VEGETATION ON SITE.
4. A VEGETATION RECEPTOR AREA IS REQUIRED FOR RELOCATED NATIVE VEGETATION. THE RECEPTOR AREA MUST BE PROTECTED BY ORANGE CONSTRUCTION FENCE AND BY SILT FENCE. TEMPORARY IRRIGATION IN VEGETATION RECEPTOR AREA IS REQUIRED FOR A MINIMUM OF 60 DAYS FOR ESTABLISHMENT OF RELOCATED VEGETATION.
5. ALL NATIVES TO BE RELOCATED ON SITE SHALL BE MARKED WITH COLORED ENGINEER TAPE TO BE DISTINGUISHED FROM OTHER NON-TRANSPLANTED VEGETATION. THE TAPE MUST REMAIN ON THE TRANSPLANTED VEGETATION UNTIL THE TREES ARE TRANSPLANTED TO FINAL SITE LOCATIONS AND INSPECTION IS COMPLETED BY STATE OF FL. DEP AND BY CITY OF SANIBEL PLANNING AND NATURAL RESOURCES DEPARTMENTS.

Call Before You Dig

Call Sunshine State One Call , at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES; TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

EXISTING VEGETATION LEGEND

- XX-E — EXISTING TREE - REMAIN
- XX-R — EXISTING TREE - RELOCATE
- XX-X — EXISTING TREE - REMOVE
- GROUNDCOVER REMOVAL AREA: *REMOVE GRASSES AND GROUNDCOVER ONLY, SEE VEGETATION REMOVAL NOTES*
- LIMIT OF WORK

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL, AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK, HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.

CONTRACTOR – VEGETATION IMPACTS NOTES:

1. LANDSCAPE CONTRACTOR TO IDENTIFY AND VERIFY PLANTS TO BE REMOVED WITH CLIENT REPRESENTATIVE PRIOR TO PERFORMING REMOVALS. CONTRACTOR TO CONFIRM ALL QUANTITIES OF REMOVALS AND RELOCATIONS.
2. ALL INVASIVE EXOTIC VEGETATION WITHIN LIMIT OF WORK / SITE SHALL BE REMOVED FROM SITE.
3. LANDSCAPE CONTRACTOR TO WALL BACK EXISTING MAHOE ON SOUTH SIDE OF SOUTH MULTI-USE PATH. CONTRACTOR TO TRIM BACK CANOPY VEGETATION OVERHANGING MULTI-USE BIKE PATH IN LOCATIONS WHERE CONFLICTS ARISE WITH PROPOSED CANOPY TREES.
4. LANDSCAPE CONTRACTOR SHALL FOLLOW ALL CITY OF SANIBEL VEGETATION TRIMMING GUIDELINES. NOT MORE THAN 25% OF NATIVE TREE CANOPY SHALL BE TRIMMED.
5. ANY LARGE PALMS, TREES OR STUMPS TO BE REMOVED SHALL BE COMPLETELY REMOVED. ROOT BALLS SHALL BE REMOVED OR STUMP GROUND TO MINIMUM OF 12" DEPTH AND BACKFILLED WITH APPROVED SOIL AND SHALL BE LANDSCAPED OR SODDED.
6. VOLUNTEER SAPLINGS LESS THAN 1" CALIPER SHALL BE CULLED FROM EXISTING VEGETATION MASSES. EXISTING GROUNDCOVER MASSES (HERBACIOUS, NON-WOODY PLANT MATERIAL) SHALL BE REMOVED. SELECT VOLUNTEER SHRUBS SHALL BE REMOVED FOR LEGIBILITY WITHIN LANDSCAPE BED AREAS.
7. LANDSCAPE CONTRACTOR SHALL PRESERVE EXISTING COONTIE IN PLACE AND TO PRESERVE LARGE COONTIES TAGGED FOR RELOCATION.
8. PROPOSED RELOCATED VEGETATION SHALL BE TAGGED WITH COLORED ENGINEER TAPE PRIOR TO RELOCATION. TAPE SHALL REMAIN ON RELOCATED VEGETATION THROUGHOUT DURATION OF SITE WORK. RELOCATED VEGETATION SHALL BE HAND WATERED FOR ESTABLISHMENT.
9. EXISTING OR RELOCATED VEGETATION THAT DIES DURING CONSTRUCTION SHALL BE MITIGATED PER CITY OF SANIBEL CODE REQUIREMENTS.
10. ALL EXISTING VEGETATION TO REMAIN SHALL BE PROTECTED WITH LANDSCAPE PROTECTION FENCE THROUGHOUT CONSTRUCTION PER LP107 DETAIL C, VEGETATION PROTECTION FENCE.

INVASIVE EXOTIC REMOVAL:

1. REMOVAL OF ALL SANIBEL 8 INVASIVE EXOTICS AS PER CITY OF SANIBEL VEGETATION CODE, SEC. 122-123 OF THE SANIBEL, FL CODE OF ORDINANCES.
2. SITE IS REQUIRED TO BE FREE OF ALL SANIBEL 8 INVASIVE EXOTICS FOR FINAL INSPECTION. SITE SHALL BE MAINTAINED FREE OF SANIBEL 8 INVASIVE EXOTICS INDEFINITELY.
3. INVASIVE EXOTICS INCLUDE ALL BRAZILIAN PEPPER (*Schinus terebinthifolius*), ALL MELALEUCA (*Melaleuca quinquenervia*), EARLEAF ACACIA (*Acacia auriculiformis*), LEAD TREE (*Leucaena leucocephala*), JAVA PLUM (*Syzygium cumini*), AIR POTATO (*Dioscorea bulbifera*), EXOTIC INKBERRY (*Scaevola frutescens, Scaevola sericea*) AND MOTHER-IN-LAW'S TONGUE/BOWSTRING HEMP (*Sansefieria hyacinthoides*)

SEC. 122-191. - REMOVAL REQUIRED; AUTHORITY

BRAZILIAN PEPPER, MELALEUCA AND OTHER INVASIVE EXOTIC VEGETATION HAVE BEEN DETERMINED TO BE UNDESIRABLE SPECIES WHICH OUT-COMPETE OR OTHERWISE DISPLACE NATIVE VEGETATION. SECTION 38-1 PROHIBITS THE PLANTING OR TRANSPLANTING OF:

- BRAZILIAN PEPPER (SCHINUS TEREBINTHIFOLIUS)
- EARLEAF ACACIA (ACACIA AURICULIFORMIS)
- JAVA PLUM (SYZYGIUM CUMINII)
- EXOTIC INKBERRY (SCAEVOLA FRUCTESCENS OR SCAEVOLA SERICEA)
- LEAD TREE (LEUCAENA LEUCOCEPHALA)
- MOTHER-IN-LAWS TONGUE/BOWSTRING HEMP (SANSERVERIA HYACINTHIODES)
- AIR POTATO (DIOSCOREA BULBIFERA

WITHIN THE BOUNDARIES OF THE CITY, SUBSECTION 82-382(12)E REQUIRES THAT THE VEGETATION PLAN SUBMITTED WITH A DEVELOPMENT PERMIT APPLICATION, EXCEPT FOR MINOR IMPROVEMENTS AS DEFINED IN CHAPTER 122, VEGETATION, IDENTIFY THE INVASIVE EXOTIC VEGETATION LOCATED ON THE PARCEL PROPOSED FOR DEVELOPMENT AND INCLUDE A PLAN FOR THE REMOVAL OF THE ABOVE LISTED EXOTICS.

102 MAINTENANCE OF TRAFFIC:

ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL HAVE A TRAFFIC CONTROL PLAN, AS REQUIRED BY FLORIDA STATUTE AND FEDERAL REGULATIONS, THE CONTRACTOR MAY RESTRICT TRAFFIC TO ONE LANE DURING CONSTRUCTION, WITH APPROPRIATE TRAFFIC CONTROL AND FLAGMEN, ONLY WITH PRIOR APPROVAL OF ENGINEER AND NOTIFICATION TO THE POLICE, FIRE, AND OTHER LOCAL EMERGENCY DEPARTMENTS. TWO LANES OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES WHEN CONSTRUCTION ACTIVITIES ARE NOT IN PROGRESS, SUCH AS WEEKENDS, NIGHTS, HOLIDAYS, ETC., BUT NOT LIMITED TO THESE TIMES. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL DURING ALL STAGES OF THE PROJECT TO ENSURE THE SAFETY OF THE PEDESTRIAN AND VEHICLE TRAFFIC. AT NO TIME SHOULD CONTRACTORS PARK CONSTRUCTION VEHICLES, EQUIPMENT, INCLUDING ASPHALT TRUCKS, NOR ANY OTHER CONSTRUCTION DEVICES ON THE SHARED USE PATH. IF SECTIONS OF THE SHARED USE PATH, DUE TO THE PAVING WORK, ARE NOT USABLE BY PEDESTRIAN TRAFFIC AS DETERMINED BY CITY ENGINEER, ALL MEANS NECESSARY WILL BE TAKEN (I.E. BARRICADES, CAUTION TAPE, SIGNAGE, AND FLAGMEN) FOR THE SAFETY OF THE PEDESTRIAN TRAFFIC. SAFETY OF THE PEDESTRIAN AND WORKER THROUGHOUT DURATION OF THE CONSTRUCTION PROJECT IS THE HIGHEST PRIORITY. NEGLECT TO MAINTAIN TRAFFIC BY CONTRACTOR AS DESCRIBED WITHIN THE PLANS AND DOCUMENTS WILL BE CAUSE FOR SUSPENSION OF THE CONTRACT WORK UNTIL SUCH A TIME CITY ENGINEER DEEMS NECESSARY TO ASSURE CONTRACTOR HAS CORRECTED ANY MAINTENANCE OF TRAFFIC DEFICIENCY AS RELATES TO THE PROJECT. AT START OF CONSTRUCTION THE TRAFFIC CONTROL SIGNS SHALL BE PLACED AND MAINTAINED BY CONTRACTOR. THEY SHALL BE IN PLACE AND PROPERTY MAINTAINED FOR THE DURATION OF THE PROJECT AND UNTIL SOD HAS BEEN INSTALLED AND PROJECT COMPLETED.

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CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

EXISTING VEGETATION IMPACT PLAN

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: EX103

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IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES: TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

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CONTRACTOR – IRRIGATION NOTES:

1. OPERATIONAL IRRIGATION WATER SUPPLY REQUIRED ON SITE PRIOR TO INSTALLATION OF CANOPY TREES AND NEW LANDSCAPE VEGETATION. CONTRACTOR SHALL COORDINATE WITH CITY PUBLIC WORKS FOR IRRIGATION SOURCE, SLEEVES AND LAYOUT.
2. CONTRACTOR TO HAND WATER ROOT BALLS OF ALL TREES, SHRUBS, GROUNDCOVERS ONCE INSTALLED UNTIL IRRIGATION SYSTEM IS FULLY OPERATIONAL.
4. BUBBLERS SHALL BE INSTALLED AT THE BASE OF ALL NEW TREES AND PALMS.
5. CONTRACTOR TO HAND WATER ALL RELOCATED VEGETATION THROUGH ESTABLISHMENT.
6. CONTRACTOR SHALL THOROUGHLY HAND WATER ANY LANDSCAPE MATERIALS STAGGED/STORED ON SITE DAILY.
7. IRRIGATION SHALL NOT OVERSPRAY ON ROADWAY OR BIKE PATH.
8. ANY PLANT MATERIAL DAMAGED THROUGH LACK OF PROPER WATERING DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR EXPENSE.
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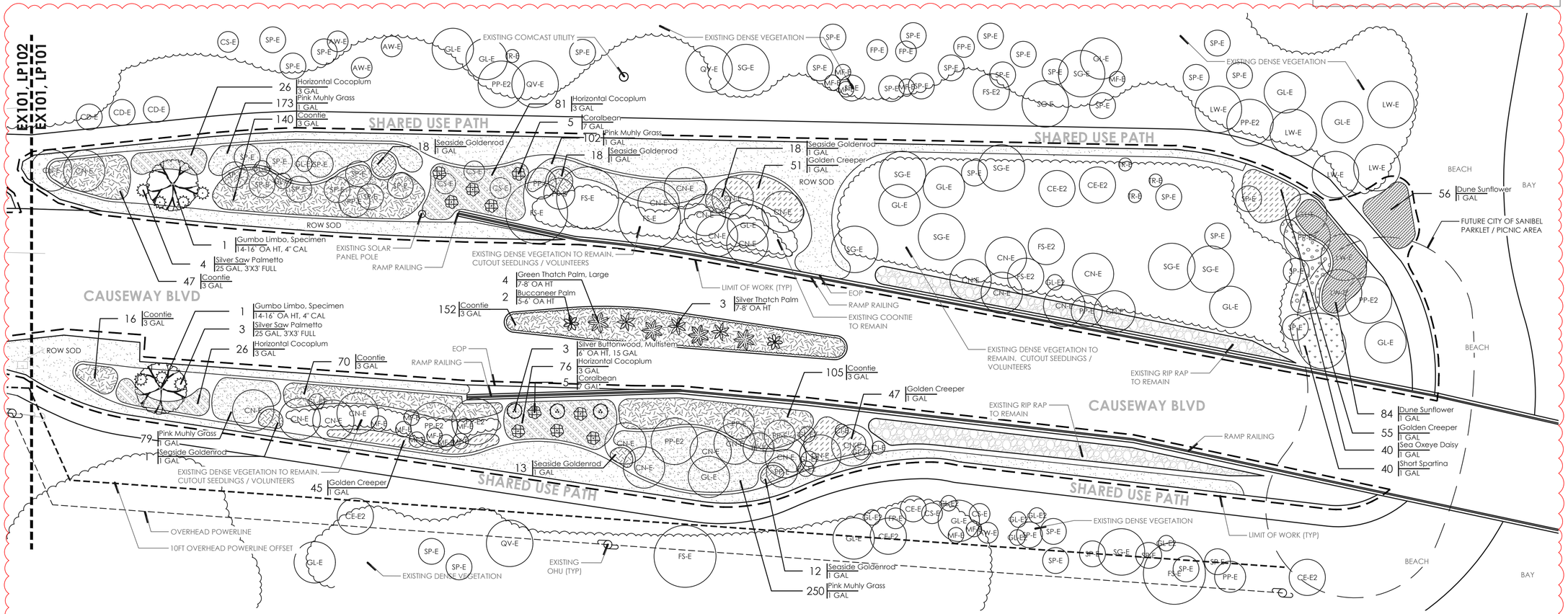

A LP101 PLAN
SCALE: 1" = 20'

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CAUSEWAY BLVD

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PROPOSED LANDSCAPE PLAN

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP101

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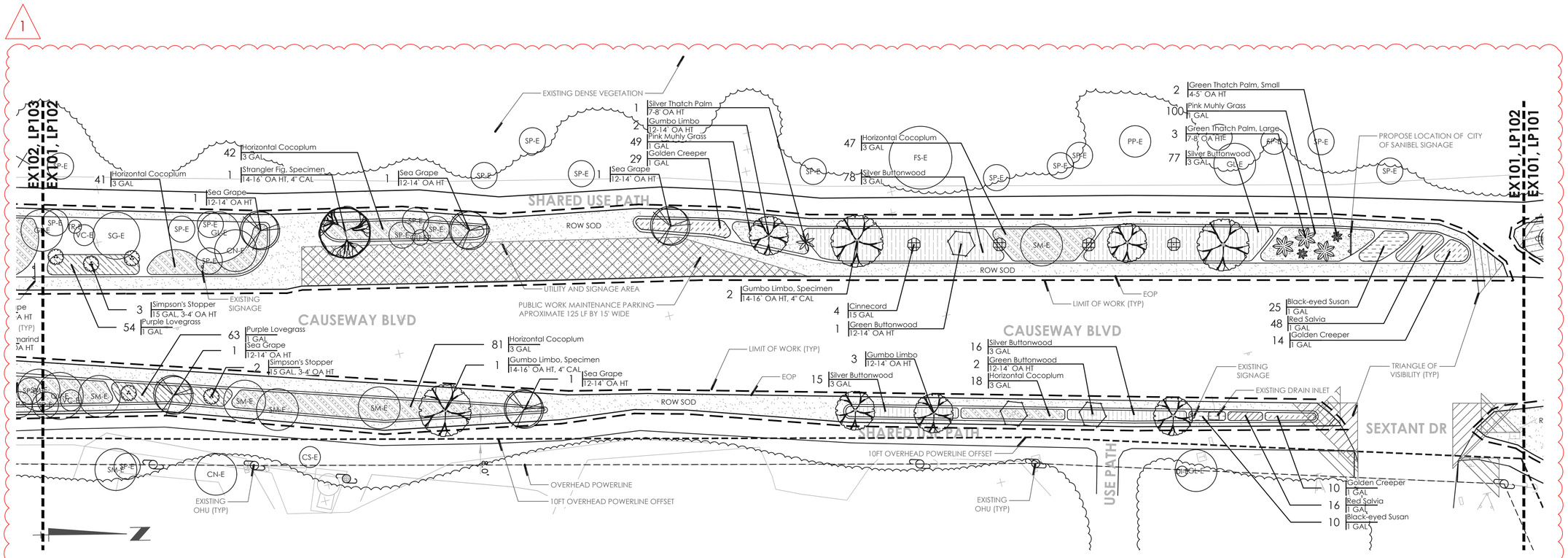

A LP102 PLAN
SCALE: 1" = 20'

3/6/2026 3:15 PM

CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

PROPOSED LANDSCAPE PLAN

COASTAL VISTA
2410 PALM RIDGE ROAD
SANIBEL ISLAND, FL 33957
TEL: 239-558-4610
INFO@COASTALVISTADESIGN.COM

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP102

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES: TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

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CONTRACTOR – IRRIGATION NOTES:

1. OPERATIONAL IRRIGATION WATER SUPPLY REQUIRED ON SITE PRIOR TO INSTALLATION OF CANOPY TREES AND NEW LANDSCAPE VEGETATION. CONTRACTOR SHALL COORDINATE WITH CITY PUBLIC WORKS FOR IRRIGATION SOURCE, SLEEVES AND LAYOUT.
2. CONTRACTOR TO HAND WATER ROOT BALLS OF ALL TREES, SHRUBS, GROUNDCOVERS ONCE INSTALLED UNTIL IRRIGATION SYSTEM IS FULLY OPERATIONAL.
4. BUBBLERS SHALL BE INSTALLED AT THE BASE OF ALL NEW TREES AND PALMS.
5. CONTRACTOR TO HAND WATER ALL RELOCATED VEGETATION THROUGH ESTABLISHMENT.
6. CONTRACTOR SHALL THOROUGHLY HAND WATER ANY LANDSCAPE MATERIALS STAGGED/STORED ON SITE DAILY.
7. IRRIGATION SHALL NOT OVERSPRAY ON ROADWAY OR BIKE PATH.
8. ANY PLANT MATERIAL DAMAGED THROUGH LACK OF PROPER WATERING DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR EXPENSE.
9. BAHIA SOD TO BE WATERED IN WITH WATERING TRUCK. PERMANENT IRRIGATION SHALL NOT BE INSTALLED FOR BAHIA SOD AREAS.

102 MAINTENANCE OF TRAFFIC:

ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL HAVE A TRAFFIC CONTROL PLAN, AS REQUIRED BY FLORIDA STATUTE AND FEDERAL REGULATIONS. THE CONTRACTOR MAY RESTRICT TRAFFIC TO ONE LANE DURING CONSTRUCTION, WITH APPROPRIATE TRAFFIC CONTROL AND FLAGMEN, ONLY WITH PRIOR APPROVAL OF ENGINEER AND NOTIFICATION TO THE POLICE, FIRE, AND OTHER LOCAL EMERGENCY DEPARTMENTS. TWO LANES OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES WHEN CONSTRUCTION ACTIVITIES ARE NOT IN PROGRESS, SUCH AS WEEKENDS, NIGHTS, HOLIDAYS, ETC., BUT NOT LIMITED TO THESE TIMES.

THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL DURING ALL STAGES OF THE PROJECT TO ENSURE THE SAFETY OF THE PEDESTRIAN AND VEHICLE TRAFFIC. AT NO TIME SHOULD CONTRACTORS PARK CONSTRUCTION VEHICLES, EQUIPMENT, INCLUDING ASPHALT TRUCKS, NOR ANY OTHER CONSTRUCTION DEVICES ON THE SHARED USE PATH. IF SECTIONS OF THE SHARED USE PATH, DUE TO THE PAVING WORK, ARE NOT USABLE BY PEDESTRIAN TRAFFIC AS DETERMINED BY CITY ENGINEER, ALL MEANS NECESSARY WILL BE TAKEN (I.E. BARRICADES, CAUTION TAPE, SIGNAGE, AND FLAGMEN) FOR THE SAFETY OF THE PEDESTRIAN TRAFFIC.

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AT START OF CONSTRUCTION THE TRAFFIC CONTROL SIGNS SHALL BE PLACED AND MAINTAINED BY CONTRACTOR, THEY SHALL BE IN PLACE AND PROPERTY MAINTAINED FOR THE DURATION OF THE PROJECT AND UNTIL SOD HAS BEEN INSTALLED AND PROJECT COMPLETED.

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2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
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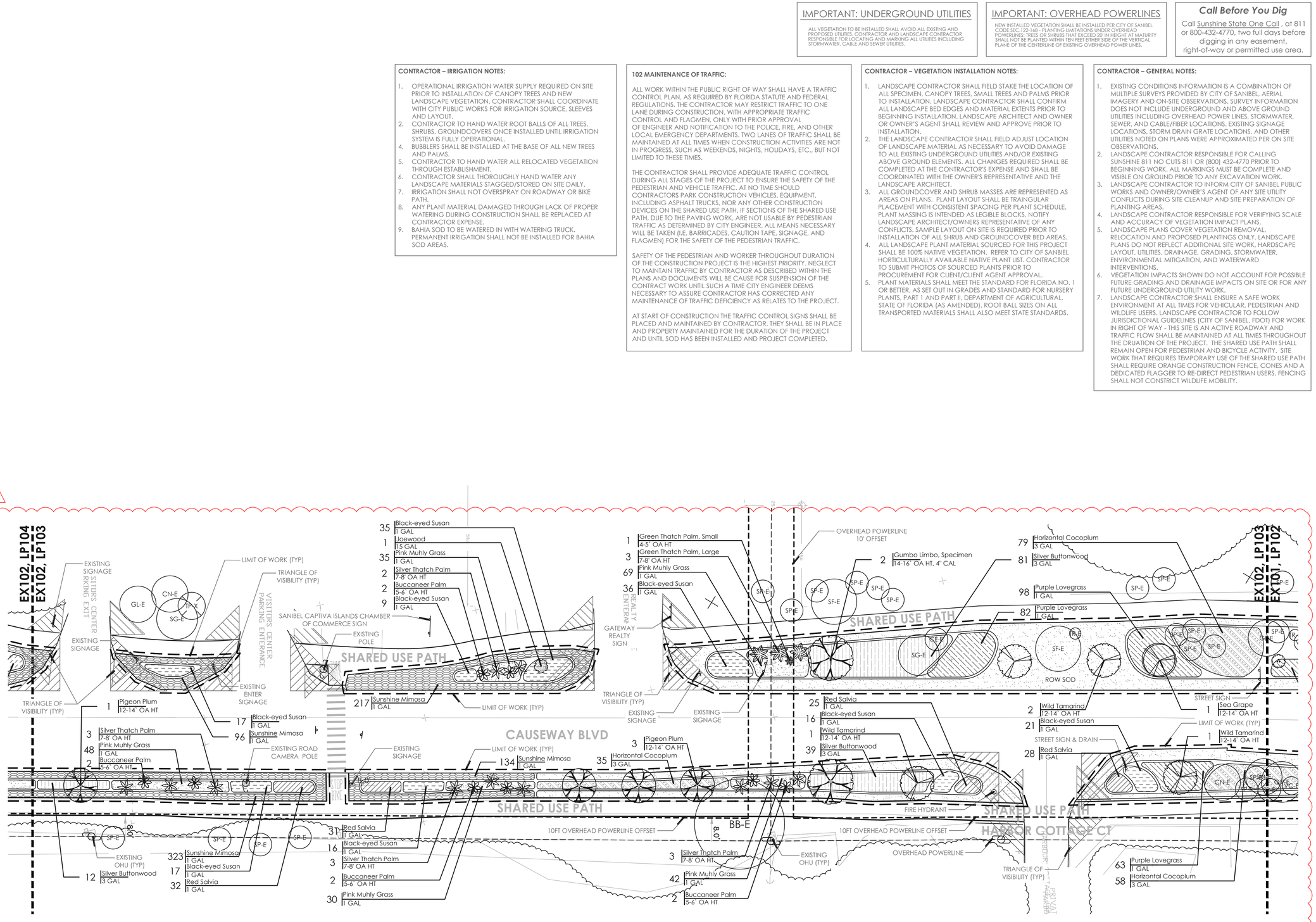

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LP103
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PROPOSED LANDSCAPE PLAN

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LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP103

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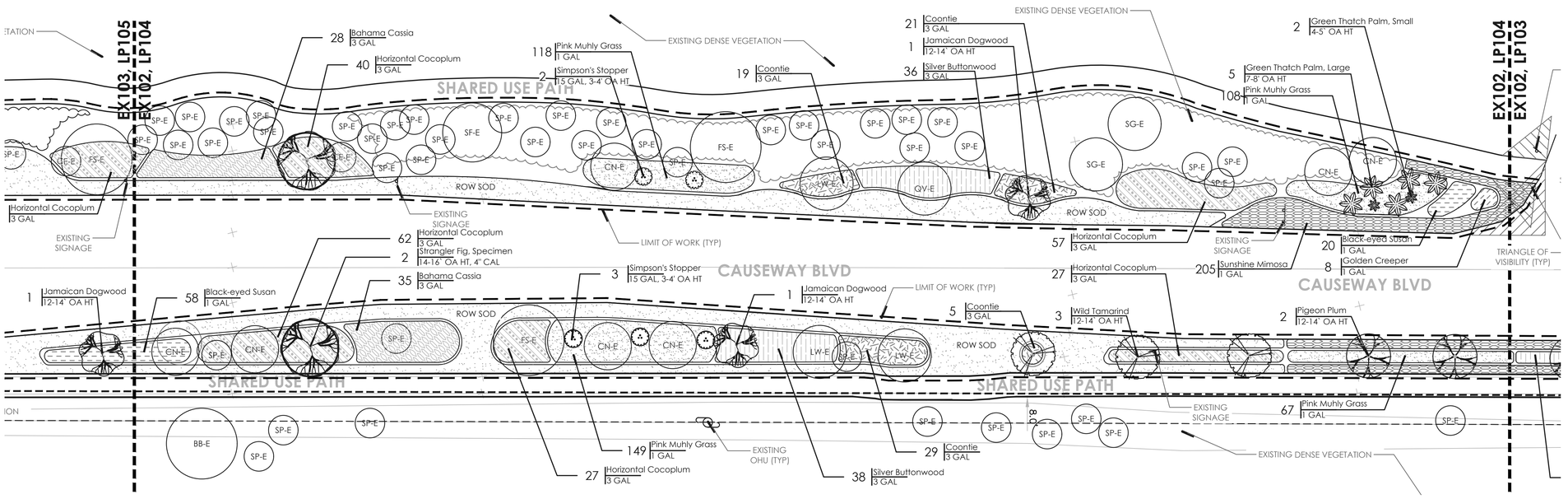

A LP104 PLAN

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PROPOSED LANDSCAPE PLAN

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
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LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP104

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1. CONTRACTOR TO HAND WATER ROOT BALLS OF ALL TREES, SHRUBS, GROUNDCOVERS ONCE INSTALLED.
2. Plants shall be watered in at time of installation and for a period of 3x per week for 6 weeks unless adequate rainfall is fore-casted.
3. CONTRACTOR TO HAND WATER ALL RELOCATED VEGETATION THROUGH ESTABLISHMENT.
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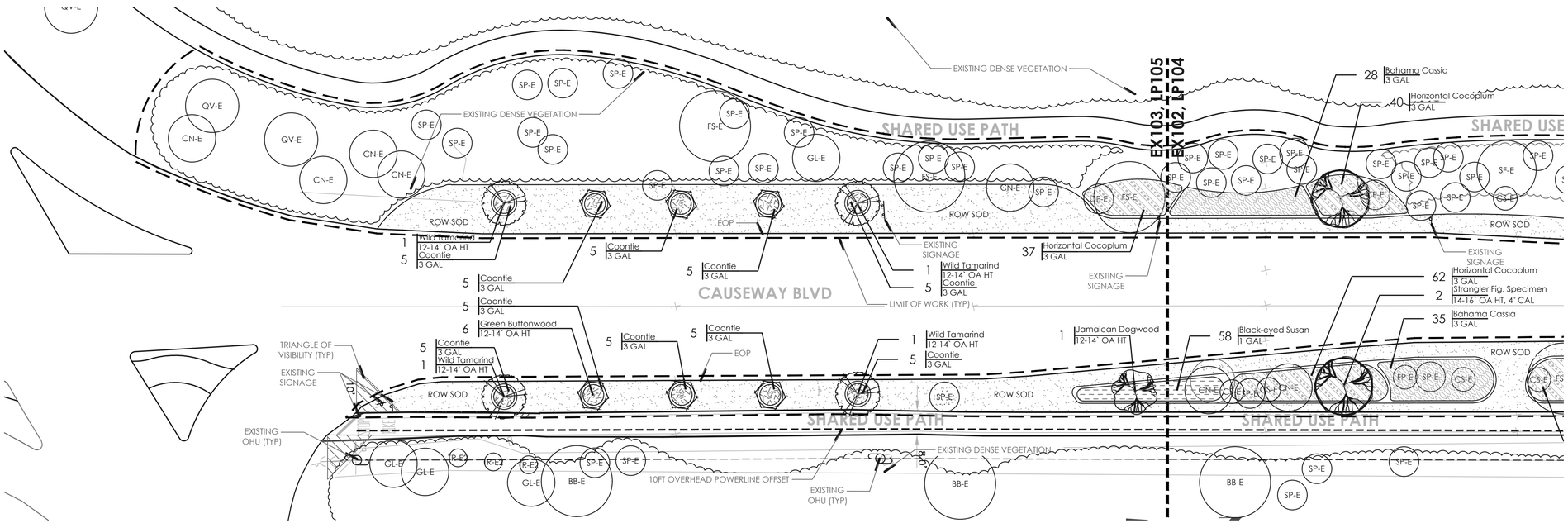
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK. HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.

1



A PLAN
LP105 SCALE: 1" = 20'

3/6/2026 3:16 PM

CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

PROPOSED LANDSCAPE PLAN

COASTAL VISTA
2410 PALM RIDGE ROAD
SANIBEL ISLAND, FL 33957
TEL: 239-558-4610
INFO@COASTALVISTADESIGN.COM

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP105

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

1

FDACS COMMUNITY FORESTRY GRANT SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATION
TREES					
	5	BURSERA SIMARUBA	GUMBO LIMBO	12-14` OA HT	2" CAL, 4-5` SPRD
	7	BURSERA SIMARUBA	GUMBO LIMBO, SPECIMEN	14-16` OA HT, 4" CAL	5-6` SPD
	6	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	12-14` OA HT	2" CAL, 4-5` SPRD
	6	COCCOLOBA UVIFERA	SEA GRAPE	12-14` OA HT	2" CAL, 4-5` SPRD
	9	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	12-14` OA HT	2" CAL, 5-6` SPRD
	3	FICUS AUREA	STRANGLER FIG, SPECIMEN	14-16` OA HT, 4" CAL	5-6` SPD
	11	LYSILOMA LATISILIQUUM	WILD TAMARIND	12-14` OA HT	2" CAL, 4-5` SPRD
	3	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD	12-14` OA HT	2" CAL, 4-5` SPRD
SHRUBS					
	3	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD, MULTISTEM	6` OA HT, 15 GAL	AS SHOWN
	10	ERYTHRINA HERBACEA	CORALBEAN	7 GAL	AS SHOWN
	1	JACQUINIA KEYENSIS	JOEWOOD	15 GAL	SPECIMEN
	10	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	15 GAL, 3-4` OA HT	MULTI
	10	PSEUDOPHOENIX SARGENTII	BUCCANEER PALM	5-6` OA HT	AS SHOWN
	7	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	25 GAL, 3'X3' FULL	AS SHOWN
	15	THRINAX MORRISII	SILVER THATCH PALM	7-8' OA HT	AS SHOWN
	5	THRINAX RADIATA	GREEN THATCH PALM, SMALL	4-5` OA HT	AS SHOWN
	15	THRINAX RADIATA	GREEN THATCH PALM, LARGE	7-8' OA HT	AS SHOWN
	4	VACHELLIA CHORIOPHYLLA	CINNECORD	15 GAL	AS SHOWN

PROPOSED VEGETATION SCHEDULE

	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATION
SHRUB AREAS					
	63	CASSIA BAHAMENSIS	BAHAMA CASSIA	3 GAL	36" OC
	860	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM	3 GAL	36" OC
	392	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD	3 GAL	36" OC
GROUND COVERS					
	55,806 SF	_PASPALUM NOTATUM	SOD - ROW	SOD	
	40	BORRICHIA FRUTESCENS	SEA OXEYE DAISY	1 GAL	24" OC
	360	ERAGROSTIS SPECTABILIS	PURPLE LOVEGRASS	1 GAL	24" OC
	259	ERNODEA LITTORALIS	GOLDEN CREEPER	1 GAL	18" OC
	140	HELIANTHUS DEBILIS	DUNE SUNFLOWER	1 GAL	24" OC
	975	MIMOSA STRIGILLOSA	SUNSHINE MIMOSA	1 GAL	24" OC
	1,419	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL	24" OC
	280	RUDBECKIA HIRTA	BLACK-EYED SUSAN	1 GAL	24" OC
	180	SALVIA COCCINEA	RED SALVIA	1 GAL	18" OC
	80	SOLIDAGO SEMPERVIRENS	SEASIDE GOLDENROD	1 GAL	24" OC
	40	SPARTINA PATENS	SHORT SPARTINA	1 GAL	24" OC
	654	ZAMIA FLORIDANA	COONTIE	3 GAL	30" OC

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REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	2	MULCH	95,872 SF	

IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES: TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

Call Before You Dig

Call Sunshine State One Call , at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

VEGETATION SPECIFICATION NOTE

ALL SIZES ARE MINIMUM UNLESS OTHERWISE NOTED. IN THE CASE OF CODE REQUIRED MATERIAL, ALL SPECIFICATIONS ARE REQUIRED TO BE FULFILLED.

PLANT MATERIAL USED TO MEET THE REQUIREMENTS OF THIS DIVISION MUST MEET THE STANDARDS FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA. ROOT BALL SIZES ON ALL TRANSPLANTED PLANT MATERIALS MUST ALSO MEET STATE STANDARDS.

ALL TREES, PALMS, AND SHRUBS SPECIES SOURCED SHALL BE OF UNIFORM HEIGHT, SPREAD AND CALIPER FOR A CONSISTENT APPEARANCE. PALMS SHALL BE SINGLE TRUNK UNLESS SPECIFIED AS MULTI-STEM IN THE PLANT SCHEDULE. SHRUBS AND GRASS MATERIALS SHALL BE FULL-TO-EDGE OF CONTAINER.

CONTRACTOR RESPONSIBLE FOR ACCEPTING AND VERIFYING THAT PLANT MATERIAL MEETS ALL SPECIFICATIONS.

NOTES: PLANT SCHEDULE:

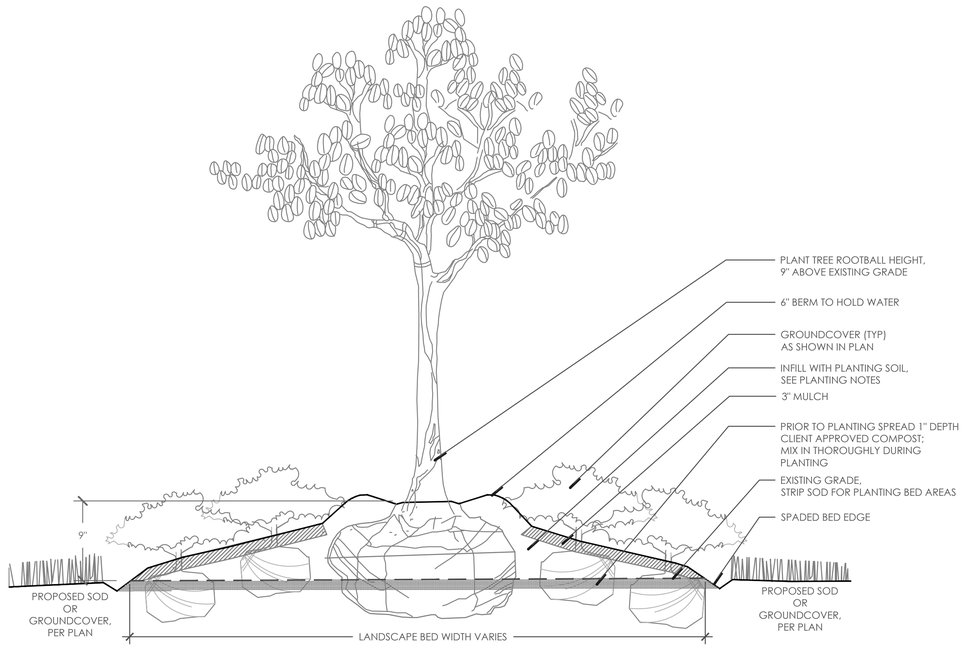
1. **ALL LISTED SIZES ARE MINIMUMS BY CATEGORY.** MINIMUM HEIGHTS AND TRUNK CALIPERS SUPERCEDE CONTAINER SIZES. CONTRACTOR TO UPSIZE CONTAINERS TO MEET SPECIFICATION.
2. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART I AND PART II, DEPARTMENT OR AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES AND CONTAINER MATERIALS ON ALL NEW MATERIALS SHALL ALSO MEET STATE STANDARDS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES. ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCES AND CODE REQUIREMENTS.
4. CONTRACTOR SHALL ENSURE DRAINAGE AND PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ALL PLANTS LOST DUE TO INADEQUATE DRAINAGE CONDITIONS.
5. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY WHEN INSTALLED.
6. BALLED AND BURLAPPED OR ANY BASKETED MATERIAL SHALL HAVE THE TOP ONE HALF (1/2) OF THE BURLAP AROUND THE BASE OF THE TRUNK CUT AND PULLED BACK. DO NOT REMOVE BURLAP. ALL WIRE CAGES, TREE STRAPS, AND SURVEY TAPE ETC. MUST BE CUT AND REMOVED PRIOR TO INSTALLATION. ANY & ALL PLASTIC WRAPPING ROOT BALL OR AROUND STEMS/TRUNKS MUST BE REMOVED.
7. CONTRACTOR TO SUBMIT PHOTOS WITH DIMENSIONS OF ALL TREES AND ACCENT SHRUBS TO CLIENT / CLIENT REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
8. LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PLANTING SPECIFICATIONS FOR COMPLETE LANDSCAPE PLANTING INSTRUCTIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
9. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED TO SUPPLEMENT IRRIGATION WATERING AND/OR RAINFALL. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.
10. THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. THE LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED DURING LANDSCAPE SITE PREPARATION AND INSTALLATION ACTIVITIES.
11. PROPER GUYING AND TREE STAKING PRACTICES REQUIRED. NO NAILS, SCREWS, WIRES ETC. , SHALL BE PERMITTED TO PENETRATE OUTER SURFACE OF TREES, PINES, OR PALMS. TREES, PINES, OR PALMS SUBJECTED TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
12. THE CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY TO A 3 INCH MINIMUM DEPTH WITH CLEAN, WEED FREE, CLASS A, MULCH, PINE STRAW, OR ROCK MULCH AS SPECIFIED IN THE PLANT LEGEND OR BID FORM. CONTRACTOR RESPONSIBLE FOR VERIFYING ROCK MULCH, WOOD MULCH AND PINE STRAW AREAS ON SITE PRIOR TO INSTALLATION. ALL ROCK MULCH AREAS SHALL HAVE FILTER FABRIC LAID PRIOR TO SPREADING OF ROCK.
13. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF ALL PLANTING AREAS (INCLUDING WATERING, SPRAYING, MULCHING, MOWING, FERTILIZING, ETC.) THROUGH THE COURSE OF THE PROJECT AND THROUGHOUT A 90 DAY ESTABLISHMENT PERIOD FOLLOWING NOTICE OF SUBSTANTIAL COMPLETION BY THE OWNER. THE PROJECT WILL NOT BE ACCEPTED OR DEEMED SUBSTANTIALLY COMPLETE BY ZONES OR PHASES (UNLESS OTHERWISE NOTED ON THE PLANS.)

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL, AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK, HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.

CONTRACTOR – VEGETATION INSTALLATION NOTES:

1. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL SPECIMEN, CANOPY TREES, SMALL TREES AND PALMS PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHALL CONFIRM ALL LANDSCAPE BED EDGES AND MATERIAL EXTENTS PRIOR TO BEGINNING INSTALLATION. LANDSCAPE ARCHITECT AND OWNER OR OWNER'S AGENT SHALL REVIEW AND APPROVE PRIOR TO INSTALLATION.
2. THE LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF LANDSCAPE MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
3. ALL GROUNDCOVER AND SHRUB MASSES ARE REPRESENTED AS AREAS ON PLANS. PLANT LAYOUT SHALL BE TRAINGULAR PLACEMENT WITH CONSISTENT SPACING PER PLANT SCHEDULE. PLANT MASSING IS INTENDED AS LEGIBLE BLOCKS; NOTIFY LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE OF ANY CONFLICTS. SAMPLE LAYOUT ON SITE IS REQUIRED PRIOR TO INSTALLATION OF ALL SHRUB AND GROUNDCOVER BED AREAS.
4. ALL LANDSCAPE PLANT MATERIAL SOURCED FOR THIS PROJECT SHALL BE 100% NATIVE VEGETATION. REFER TO CITY OF SANIBEL HORTICULTURALLY AVAILABLE NATIVE PLANT LIST. CONTRACTOR TO SUBMIT PHOTOS OF SOURCED PLANTS PRIOR TO PROCUREMENT FOR CLIENT/CLIENT AGENT APPROVAL.
5. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARD FOR NURSERY PLANTS, PART 1 AND PART II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES ON ALL TRANSPORTED MATERIALS SHALL ALSO MEET STATE STANDARDS.
6. OPERATIONAL IRRIGATION WATER SUPPLY REQUIRED ON SITE PRIOR TO INSTALLATION OF CANOPY TREES AND NEW LANDSCAPE VEGETATION. CONTRACTOR SHALL COORDINATE WITH CITY PUBLIC WORKS FOR IRRIGATION SOURCE, SLEEVES AND LAYOUT.



A / LP106 TREE PLANTING DETAIL

N.T.S

COASTAL VISTA
2410 PALM RIDGE ROAD
SANIBEL ISLAND, FL 33957
TEL: 239-558-4610
INFO@COASTALVISTADESIGN.COM

CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

LANDSCAPE SCHEDULE & NOTES

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP106

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

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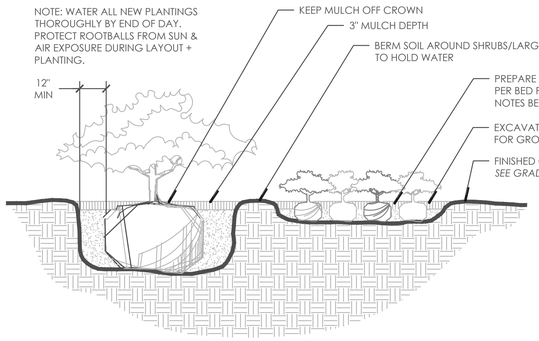

A LP107 — SHRUB & GROUND COVER INSTALLATION

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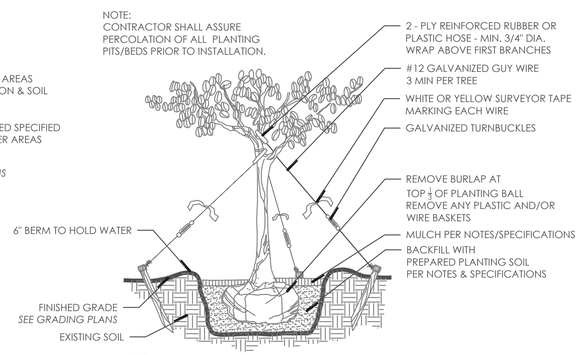
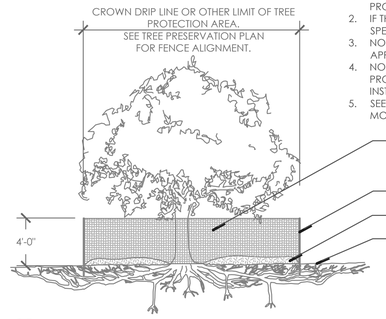


B LP107 — LARGE TREE TYPICAL PLANTING DETAIL

N.T.S



NOTES:
1. SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
2. IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
3. NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
5. SEE SITE PREPARATION PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.

C LP107 — VEGETATION PROTECTION FENCE

N.T.S

Call Before You Dig

Call Sunshine State One Call , at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES; TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

IMPORTANT: CONTRACTOR

1. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 or (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING ALL QUANTITIES OF NATIVES TO BE PRESERVED ON SITE AND FOR VERIFYING THE QUANTITY AND EXTENT OF EXOTICS TO BE REMOVED FROM SITE PRIOR TO BIDDING ON OR BEGINNING SITE WORK.
3. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING LOCATION OF EXISTING NATIVE/ PROTECTED SPECIES ON SITE AND TAKING NECESSARY MEASURES TO PROTECT OR RELOCATE AND PRESERVE EXISTING NATIVES.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF EXISTING VEGETATION PLANS AND FOR NOTIFYING GENERAL CONTRACTOR, OWNER OR OWNER'S AGENT OF ANY CONFLICTS.
5. REFER TO ENGINEERING PLANS FOR DRAINAGE & SITE GRADING INFORMATION.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY UNDERGROUND UTILITY WORK NOT DOCUMENTED IN ENGINEERING PLANS.
7. ALL SITE GRADING & DRAINAGE SHALL MEANDER AROUND EXISTING AND RELOCATED VEGETATION.
8. PLANTINGS WITHIN THE DETENTION AREA SHALL BE APPROPRIATE FOR PERIODS OF INUNDATION.
9. ALL EXISTING NATIVE VEGETATION ON SITE IS TO REMAIN IN EXISTING LOCATION UNLESS OTHERWISE SPECIFIED ON PLANS.
10. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARD FOR NURSERY PLANTS, PART 1 AND PART II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES ON ALL TRANSPORTED MATERIALS SHALL ALSO MEET STATE STANDARDS.
11. ALL SIZES ARE MINIMUM TO ENSURE PLANT SIZES MEET CODE COMPLIANCE HEIGHTS, SPREAD AND CALIPER DIAMETER.

PERMIT NOTE:

PLANS REFLECT COMPLIANCE WITH CURRENT CITY OF SANIBEL LANDSCAPE DEVELOPMENT CODE. ANY MODIFICATIONS TO SPECIES/SIZES/QUANTITIES/PLACEMENT MAY CHANGE CODE REQUIREMENTS FOR COMPLIANCE. CONCEPT PLANS ARE NOT AUTHORIZED FOR PERMITTING OR CONSTRUCTION. ONLY PLANS MARKED AS APPROVED FOR PERMIT AND/OR CONSTRUCTION MAY BE SUBMITTED FOR PERMITTING OR USED AS BASIS FOR CONSTRUCTION. COASTAL VISTA DESIGN IS NOT RESPONSIBLE FOR ANY REGULATORY COMPLIANCE ISSUES OR CORRECTIONS TRIGGERED BY MODIFICATIONS TO PLANTING SHOWN IN APPROVED PERMIT/CONSTRUCTION PLANS. ANY OWNER OR CONTRACTOR CHANGES TO PLANTING SHOWN IN APPROVED PERMIT/CONSTRUCTION PLANS MAY TRIGGER A REQUIREMENT FOR ADDITIONAL LANDSCAPE ARCHITECTURAL SERVICES TO ACHIEVE REGULATORY COMPLIANCE.

WILDLIFE PROTECTION:

A WILDLIFE MANAGEMENT PLAN WAS NOT REQUIRED FOR THIS SITE. ALL PROTECTED WILDLIFE TO BE PRESERVED FOLLOWING STATE OF FLORIDA AND CITY OF SANIBEL GUIDELINES. PROTECTED WILDLIFE INCLUDES NESTING BIRDS, BALD EAGLES, OSPREY, GOPHER TORTOISES, AND SEA TURTLE NESTS. REPORT SIGHTINGS OF POTENTIAL WILDLIFE OR ACTIVE NESTS/DENS/BURROWS TO LANDSCAPE ARCHITECT.

MANGROVE PROTECTION:

ALL MANGROVES TO BE PROTECTED & MANAGED FOLLOWING STATE OF FLORIDA AND CITY OF SANIBEL GUIDELINES. MANGROVES ARE ONLY TO BE TRIMMED BY A LICENSED PROFESSIONAL WITH AN ACTIVE MANGROVE TRIMMING PERMIT FOR THE SITE.

GRADING/DRAINAGE:

REFER TO ENGINEERING PLANS FOR DRAINAGE & SITE GRADING INFORMATION. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY UNDERGROUND UTILITY WORK NOT DOCUMENTED IN ENGINEERING PLANS. ALL SITE GRADING & DRAINAGE SHALL MEANDER AROUND EXISTING AND RELOCATED VEGETATION. CHANGES TO SITE GRADING LAYOUT MAY AFFECT PLANT SELECTION. ALL PLANTING IN DETENTION AREAS TO BE SUITABLE FOR PERIODS OF INUNDATION.

INVASIVE EXOTIC REMOVAL:

1. REMOVAL OF ALL SANIBEL 8 INVASIVE EXOTICS AS PER CITY OF SANIBEL VEGETATION CODE, SEC. 122-123 OF THE SANIBEL, FL CODE OF ORDINANCES.
2. SITE IS REQUIRED TO BE FREE OF ALL SANIBEL 8 INVASIVE EXOTICS FOR FINAL INSPECTION. SITE SHALL BE MAINTAINED FREE OF SANIBEL 8 INVASIVE EXOTICS INDEFINITELY.
3. INVASIVE EXOTICS INCLUDE ALL BRAZILIAN PEPPER (*Schinus terebinthifolius),* ALL MELALEUCA (*Melaleuca quinquenervia),* EARLEAF ACACIA (*Acacia auriculiformis),* LEAD TREE (*Leucaena leucocephala),* JAVA PLUM (*Syzygium cumini),* AIR POTATO (*Dioscorea bulbifera),* EXOTIC INKBERRY (*Scaevola frutescens, Scaevola sericea)* AND MOTHER-IN-LAW'S TONGUE/BOWSTRING HEMP (*Sansefieria hyacinthoides*)

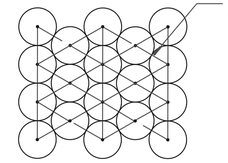
SEC. 122-191. - REMOVAL REQUIRED; AUTHORITY

BRAZILIAN PEPPER, MELALEUCA AND OTHER INVASIVE EXOTIC VEGETATION HAVE BEEN DETERMINED TO BE UNDESIRABLE SPECIES WHICH OUT-COMPETE OR OTHERWISE DISPLACE NATIVE VEGETATION. SECTION 38-1 PROHIBITS THE PLANTING OR TRANSPLANTING OF:

BRAZILIAN PEPPER (SCHINUS TEREBINTHIFOLIUS)
JAVA PLUM (SYZYGIUM CUMINI)
LEAD TREE (LEUCAENA LEUCOCEPHALA)
AIR POTATO (DIOSCOREA BULBIFERA
EARLEAF ACACIA (ACACIA AURICULIFORMIS)
EXOTIC INKBERRY (SCAEVOLA FRUCTESCENS OR S. SERICEA)
MOTHER-IN-LAWS TONGUE (SANSERVERIA HYACINTHIODES)

WITHIN THE BOUNDARIES OF THE CITY, SUBSECTION 82-382(12)E REQUIRES THAT THE VEGETATION PLAN SUBMITTED WITH A DEVELOPMENT PERMIT APPLICATION, EXCEPT FOR MINOR IMPROVEMENTS AS DEFINED IN CHAPTER 122, VEGETATION, IDENTIFY THE INVASIVE EXOTIC VEGETATION LOCATED ON THE PARCEL PROPOSED FOR DEVELOPMENT AND INCLUDE A PLAN FOR THE REMOVAL OF THE ABOVE LISTED EXOTICS.

NOTES:
1. CONTRACTOR SHALL ASSURE FREE DRAINAGE/PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION.
2. PLANT MATERIAL SHALL BE PLANTED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL.
3. WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL - EXCEPT WHERE SPECIFIED.



D LP107 — TRIANGLE PLANT SPACING DETAIL

N.T.S

INSTALLATION NOTES

INVASIVE EXOTIC REMOVAL

1. LANDSCAPE CONTRACTOR TO FOLLOW ALL JURISDICTIONAL (STATE, MUNICIPAL, HOA) REQUIREMENTS FOR REMOVAL OF INVASIVE EXOTIC VEGETATION ON SITE.
2. IT IS REQUIRED TO REMOVE AND PROHIBITED TO PLANT ALL CATEGORY I INVASIVE EXOTICS AS LISTED BY THE FLORIDA INVASIVE SPECIES COUNCIL.
3. ALL PROHIBITED EXOTIC INVASIVE PLANTS SHALL BE REMOVED DURING EACH PHASE OF CONSTRUCTION FROM ALL AREAS OF WORK.
4. HERBICIDES UTILIZED IN THE REMOVAL OF PROHIBITED EXOTIC VEGETATION SHALL HAVE BEEN APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY. IT IS REQUIRED THAT APPLICATOR SHALL FOLLOW MANUFACTURER'S RECOMMENDATION FOR APPLICATION, INCLUDING SPECIFIED SAFETY GEAR FOR APPLICATOR. APPLICATOR TO FOLLOW ALL JURISDICTIONAL REQUIREMENTS REGARDING USE OF PESTICIDES AND HERBICIDES, PARTICULARLY ADJACENT TO BODIES OF WATER.
5. ANY PERSON WHO SUPERVISES UP TO EIGHT (8) PEOPLE IN THE APPLICATION OF PESTICIDES AND HERBICIDES IN THE CHEMICAL MAINTENANCE OF EXOTIC VEGETATION IN PRESERVES, REQUIRED RETAINED NATIVE VEGETATION AREAS, WETLANDS, OR LSPA SHALL MAINTAIN THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES CERTIFICATIONS FOR NATURAL AREAS PESTICIDE APPLICATORS OR AQUATIC HERBICIDE APPLICATORS DEPENDENT UPON THE SPECIFIC AREA TO BE TREATED.
6. WHEN PROHIBITED EXOTIC VEGETATION IS REMOVED, BUT THE BASE OF THE VEGETATION REMAINS, THE BASE SHALL BE TREATED WITH AN U.S. ENVIRONMENTAL PROTECTION AGENCY APPROVED HERBICIDE AND A VISUAL TRACER DYE SHALL BE APPLIED.
7. HERBICIDE TREATMENT SHALL NOT OCCUR ON WINDY DAYS. AVOID DRIFT OR IMPACT. AVOID APPLYING HERBICIDES WITHIN 25 FEET OF GREEN BUTTONWOOD (CONOCARPUS ERECTUS) AND SILVER BUTTONWOOD (CONOCARPUS ERECTUS SERICEUS).
6. EXCESS HERBICIDE SHALL BE REMOVED FROM SITE. NO DUMPING OF EXCESS HERBICIDE OR PESTICIDE ON SITE PERMITTED.
7. FOLLOWING PROJECT CLOSEOUT, A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED TO PREVENT REINVASION OF THE SITE BY PROHIBITED INVASIVE EXOTIC SPECIES.

VEGETATION RELOCATION

1. LANDSCAPE CONTRACTOR TO FOLLOW ALL JURISDICTIONAL (STATE, MUNICIPAL, HOA) PERMITTING REQUIREMENTS FOR RELOCATION OR REMOVAL OF ANY NATIVE/PROTECTED VEGETATION ON SITE.
2. ALL VEGETATION TO BE RELOCATED ON SITE SHALL BE MARKED WITH COLORED ENGINEER TAPE TO BE DISTINGUISHED FROM OTHER NON-TRANSPLANTED VEGETATION. TAPE MUST REMAIN ON THE TRANSPLANTED VEGETATION UNTIL THE TREES ARE TRANSPLANTED TO FINAL SITE LOCATIONS AND INSPECTION IS COMPLETED BY JURISDICTIONAL AND CLIENT REPRESENTATIVES. LANDSCAPE CONTRACTOR TO PROVIDE A QUANTIFIED LIST OF ALL RELOCATED VEGETATION TO CLIENT REPRESENTATIVE.
3. ANY NATIVES SHOWN TO REMAIN IN PLACE, BUT DETERMINED TO BE IMPACTED BY SITE CONSTRUCTION ACTIVITIES SHALL BE RELOCATED TO THE VEGETATION RECEPTOR AREA.
4. RELOCATION TECHNIQUES SHALL FOLLOW STANDARD HORTICULTURAL PROCEDURE BY SPECIES. LARGE TREES SHALL BE REDUCED BY NO MORE THAN 1/3, PRESERVING THE STRUCTURE AND FORM OF THE TREE. SMALL TREES AND SHRUBS SHALL BE PRUNED BY NO MORE THAN 1/2. HERBACEOUS PLANTS SHALL BE PRUNED BY NO MORE THAN 1/2.
5. RELOCATION WILL BE ORGANIZED TO CREATE THE MINIMUM EXPOSURE OF ROOTS TO AIR/SUNLIGHT. ROOTBALLS WILL BE PROTECTED AND NOT ALLOWED TO DRY OUT. NO MORE WILL BE DISTURBED THAN CAN BE REPLANTED APPROPRIATELY WITHIN THE DAY.
6. A VEGETATION RECEPTOR AREA IS REQUIRED FOR RELOCATED NATIVE VEGETATION. THE RECEPTOR AREA MUST BE PROTECTED BY ORANGE CONSTRUCTION FENCE AND BY SILT FENCE.
7. TEMPORARY IRRIGATION IN VEGETATION RECEPTOR AREA IS REQUIRED FOR A MINIMUM OF 60 DAYS FOR ESTABLISHMENT OF RELOCATED VEGETATION.
8. CONTRACTOR TO VERIFY ESTABLISHMENT OF RELOCATED PLANTS PRIOR TO PROJECT CLOSEOUT. RELOCATED VEGETATION NO LONGER ALIVE AT CLOSEOUT OF PROJECT TO BE MITIGATED PER JURISDICTIONAL (STATE, MUNICIPAL, HOA) REQUIREMENTS. LANDSCAPE CONTRACTOR TO VERIFY PROPOSED MITIGATION WITH CLIENT REPRESENTATIVE PRIOR TO INSTALLATION.

SOD INSTALLATION:

1. ALL SOD SHALL BE 100% SOLID SOD, 99% FREE OF NOXIOUS WEEDS, WITH A 2" THICKNESS OF ROOTS CAPABLE OF HOLDING SAND. SOD SHALL BE FRESHLY-CUT WITHIN TWENTY-FOUR (24) HOURS OF LAYING, LAID WITH TIGHTLY-BUTTED JOINTS, AND ROLLED. HAND RAKING SHALL BE DONE AS NECESSARY TO ENSURE PROPER EVEN GRADES AND CLEAR SURFACES FOR SOD.
2. ALL SOD SHALL BE MEASURED ON THE BASIS OF SQUARE FOOTAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR COVERAGE OF THE SQUARE FOOTAGE SHOWN ON PLANS, THEREFORE, SHRINKAGE OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

BED PREPARATION AND SOIL MIX:

THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC., ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK, THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR THE INSTALLATION AREA.

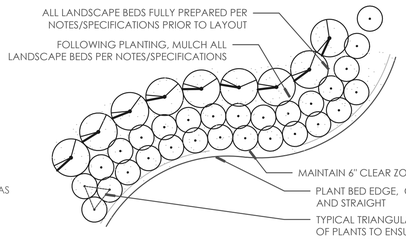
1. APPLY ROUNDUP OR APPROVED HERBICIDE EQUAL ACCORDING TO MANUFACTURER'S RATE AND SPECIFICATION WITHIN LIMITS OF ALL AREAS TO BE PLANTED. PROTECT EXISTING PLANTS TO REMAIN FROM OVER SPRAY OR SPRAY WITHIN ROOT ZONE. NO GLYSOPHATE/ROUNDUP APPLICATION WITHIN 10 FT OF GREEN OR SILVER BUTTONWOOD (CONOCARPUS ERECTUS). CONTRACTOR TO ENSURE TOTAL WEED ERADICATION.
2. BEFORE ADDING SOIL AMENDMENT MIX, RAKE SUBSOIL SURFACE CLEAR OF STONES (1 INCH DIAMETER AND LARGER), DEBRIS, RUBBISH, DELETERIOUS MATERIALS AND ALL REMAINING CONSTRUCTION DEBRIS TO A DEPTH OF 6". CONTAMINATED SOILS SHALL BE REMOVED AND REPLACED TO THEIR FULL DEPTHS AND EXTENTS. ESTABLISH OR REESTABLISH ROUGH GRADES INSURING POSITIVE FLOWS AND AESTHETIC LANDFORM SHAPES SHOWN IN THE GRADING PLANS.
3. SCARIFY SUBSOIL TO A DEPTH OF 3 INCHES ONCE ROUGH GRADE HAS BEEN ESTABLISHED. CONTRACTOR TO APPLY AN APPROVED PRE-EMERGENT HERBICIDE IN ACCORDANCE WITH MANUFACTURER'S RATE AND SPECIFICATIONS.
4. ANY ADDITIONAL TOPSOIL BROUGHT TO THE SITE SHALL BE NATURAL, FERTILE, AGRICULTURAL SOIL CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL BE OF UNIFORM COMPOSITION THROUGHOUT, WITH ADMIXTURE OF SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS, CLAY, SILTS AND OTHER EXTRANEOUS MATTER. REMOVE ALL ROCKS AND OTHER OBJECTS OVER 1 INCH IN DIAMETER. TOPSOIL SHALL NOT BE EXTREMELY ACIDIC OR ALKALINE, NOR CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. THE PH SHALL BE CORRECTED PRIOR TO DELIVERY IN THE RANGE OF 6.5 TO 7.5, OR AS APPROVED BY LANDSCAPE ARCHITECT. IF NECESSARY AFTER PLACEMENT THE CONTRACTOR SHALL APPLY APPROPRIATE APPROVED SOIL ADDITIVES ADJUSTING SOIL PH TO ENSURE A PH RANGE OF 6.5 TO 7.5.
6. ADD 1" OF PLANTING SOIL AMENDMENT MIX IN ALL TREE, SHRUB, GROUNDCOVER, AND SOD PLANTING AREAS. PLANTING SOIL AMENDMENT MIX SHALL CONSIST OF A THOROUGHLY BLENDED MIXTURE OF:
   50% CLEAN D.O.T. SAND - FOLLOW FLORIDA D.O.T. SPECIFICATIONS
   50% APPROVED COMPOST - A STABLE, HUMUS-LIKE MATERIAL PRODUCED FROM THE AEROBIC DECOMPOSITION AND CURING OF LEAF YARD WASTE, COMPOSTED FOR A MINIMUM OF ONE YEAR (12 MONTHS), FREE OF DEBRIS, STONES LARGER THAN 1/2", LARGER BRANCHES AND ROOTS AND WOOD CHIPS OVER 1" IN LENGTH OR DIAMETER. THE COMPOST SHALL BE A DARK BROWN TO BLACK COLOR AND BE CAPABLE OF SUPPORTING PLANT GROWTH WITH APPROPRIATE MANAGEMENT PRACTICES IN CONJUNCTION WITH ADDITION OF FERTILIZER AND OTHER AMENDMENTS AS APPLICABLE, WITH NO VISIBLE FREE WATER OR DUST, WITH NO UNPLEASANT ODOR.
7. PLANTING SOIL AMENDMENT MIX SHALL CONSIST OF A BLEND OF SAND AND COMPOST/ORGANIC MATERIAL. THE QUALITY OF THE BLEND DEPENDS ON THE QUALITY OF THE ORIGINAL COMPONENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND OBTAINING APPROVAL OF SOURCES OF NATURAL TOPSOIL, UNIFORM SAND, AND COMPOST/ORGANIC MATERIAL THAT MEET THE SPECIFICATION REQUIREMENTS. THE CONTRACTOR SHALL THEN BE RESPONSIBLE FOR MIXING THE COMPONENTS. APPROXIMATE MIXING RATIOS ARE PROVIDED, BUT MAY REQUIRE ADJUSTMENT, DEPENDING ON THE FINAL MATERIALS AND WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT AND TESTING LABORATORY. IN ORDER TO MEET SPECIFICATION REQUIREMENTS FOR EACH BLEND. PLANTING SOIL AMENDMENT MIX SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH, SHALL BE FREE OF NEMATODES, SHALL BE OF UNIFORM QUALITY AND SHALL HAVE A PH VALUE BETWEEN 6.5 AND 7.5 (AS DETERMINED IN ACCORDANCE WITH ASTM E70). PEAT SHALL BE STERILIZED TO MAKE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS.
8. SMOOTH ALL PREPARED SOIL MIXES TO WITHIN 4 INCHES BELOW TOP OF SURROUNDING PAVEMENT EDGES, FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ENSURING A MINIMUM 3% POSITIVE DRAINAGE AWAY FROM STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER.

PLANTING LAYOUT

1. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL TREES, PALMS, SPECIMEN PLANT LOCATIONS, CODE REQUIRED BUFFERS AND GENERAL PLANT MATERIAL PRIOR TO BEGINNING INSTALLATION. LANDSCAPE ARCHITECT SHALL REVIEW AND APPROVE PRIOR TO INSTALLATION.
2. THE LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
3. SHRUB AND GROUND COVER PLANTINGS ARE SHOWN AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION (STAGGERED SPACING). REFER TO THE PLANT LIST FOR ON CENTER PLANT SPACING (O.C.)
4. PROVIDE A MINIMUM VERTICAL CLEARANCE ON ALL TREES OF 8.5' ABOVE SIDEWALKS/CART PATHS.
5. PROVIDE A MINIMUM HORIZONTAL OFFSET DISTANCE OF 2.5' FROM THE BACK OF CURB TO THE FUTURE MAXIMUM TRUNK DIAMETER OF PLANTED TREES.
6. NO NEW PLANTINGS SHALL BE INSTALLED WITHIN 24" OF BUILDING FOUNDATIONS.
7. ALL SHRUB BEDLINE AREA DEFINITIONS TO BE REVIEWED IN THE FIELD WITH THE LANDSCAPE ARCHITECT. UNAPPROVED BEDLINES WILL BE REJECTED. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO REMEDY ALL DAMAGES AND MODIFICATIONS REQUIRED TO CORRECT THE AREAS.

PLANTING:

1. ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES. ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCES AND CODE REQUIREMENTS.
2. CONTRACTOR SHALL ENSURE DRAINAGE AND PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ALL PLANTS LOST DUE TO INADEQUATE DRAINAGE CONDITIONS.
3. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY WHEN INSTALLED.
4. BALLED AND BURLAPPED OR ANY BASKETED MATERIAL SHALL HAVE THE TOP ONE HALF (1/2) OF THE BURLAP AROUND THE BASE OF THE TRUNK CUT AND PULLED BACK. DO NOT REMOVE BURLAP. ALL WIRE CAGES, TREE STRAPS, AND SURVEY TAPE ETC. MUST BE CUT AND REMOVED PRIOR TO INSTALLATION. ANY & ALL PLASTIC WRAPPING ROOT BALL OR AROUND STEMS/TRUNKS MUST BE REMOVED.
5. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
6. LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PLANTING SPECIFICATIONS FOR COMPLETE LANDSCAPE PLANTING INSTRUCTIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
7. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PROJECT MANUAL AND/OR SPECIFICATIONS FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.
8. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED TO SUPPLEMENT IRRIGATION WATERING AND/OR RAINFALL. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.
9. THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. THE LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED DURING LANDSCAPE SITE PREPARATION AND INSTALLATION ACTIVITIES.
10. PROPER GUYING AND TREE STAKING PRACTICES REQUIRED. NO NAILS, SCREWS, WIRES ETC. , SHALL BE PERMITTED TO PENETRATE OUTER SURFACE OF TREES, PINES, OR PALMS. TREES, PINES, OR PALMS SUBJECTED TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
11. THE CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY TO A 3 INCH MINIMUM DEPTH WITH CLEAN, WEED FREE, CLASS A, MULCH, PINE STRAW, OR ROCK MULCH AS SPECIFIED IN THE PLANT LEGEND OR BID FORM. CONTRACTOR RESPONSIBLE FOR VERIFYING ROCK MULCH, WOOD MULCH AND PINE STRAW AREAS ON SITE PRIOR TO INSTALLATION. ALL ROCK MULCH AREAS SHALL HAVE FILTER FABRIC LAID PRIOR TO SPREADING OF ROCK.
12. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF ALL PLANTING AREAS (INCLUDING WATERING, SPRAYING, MULCHING, MOWING, FERTILIZING, ETC.) THROUGH THE COURSE OF THE PROJECT AND THROUGHOUT A 90 DAY ESTABLISHMENT PERIOD FOLLOWING NOTICE OF SUBSTANTIAL COMPLETION BY THE OWNER. THE PROJECT WILL NOT BE ACCEPTED OR DEEMED SUBSTANTIALLY COMPLETE BY ZONES OR PHASES (UNLESS OTHERWISE NOTED ON THE PLANS.)



E LP107 — TYPICAL PLANT BED DETAIL

N.T.S

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LANDSCAPE DETAILS & NOTES

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP107

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ROOTED IN RESILIENCE

LANDSCAPE PLAN - CAUSEWAY BLVD CORRIDOR

SANIBEL, FL

sheet index

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1	EX103	EXISTING VEGETATION IMPACT PLAN & SCHEDULE
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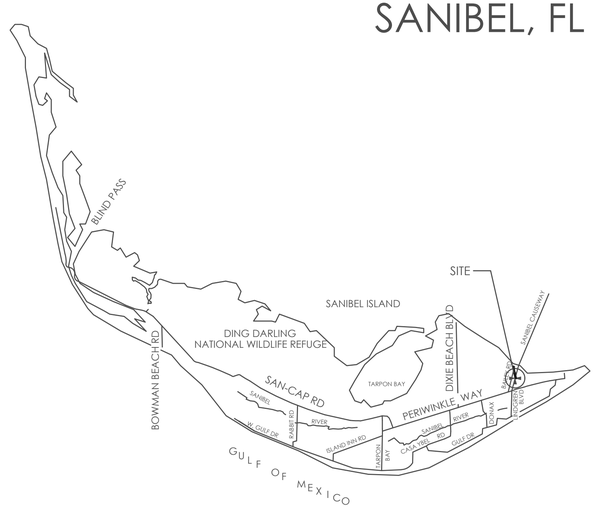
	LP104	PROPOSED VEGETATION & SECTION D-D'
	LP105	PROPOSED VEGETATION & SECTION E-E'
	LP106	LANDSCAPE SCHEDULE & NOTES
	LP107	LANDSCAPE DETAILS AND NOTES



REPRESENTATIVE:
CITY OF SANIBEL
Paula McMichael, Director of Planing Department
Craig Chandler, Deputy Planning Director
Holly Milbrandt, Director of Natural Resources
Causeway Blvd. Corridor
800 Dunlop Road
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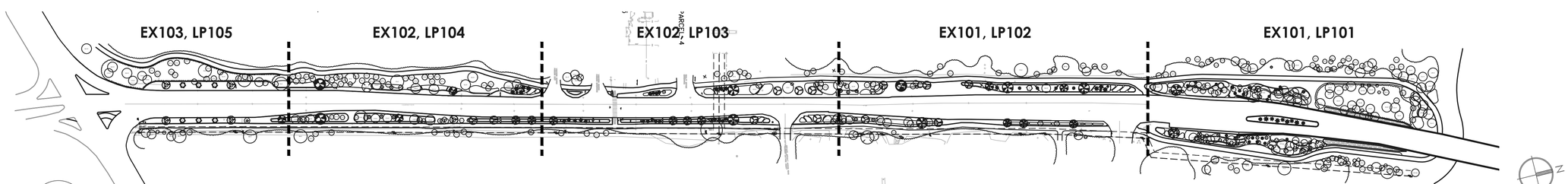

A / LS101 KEY PLAN
SCALE: 1" = 100'

SCALE: 1" = 100'-0"
0' 50' 100' 200'

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COVER

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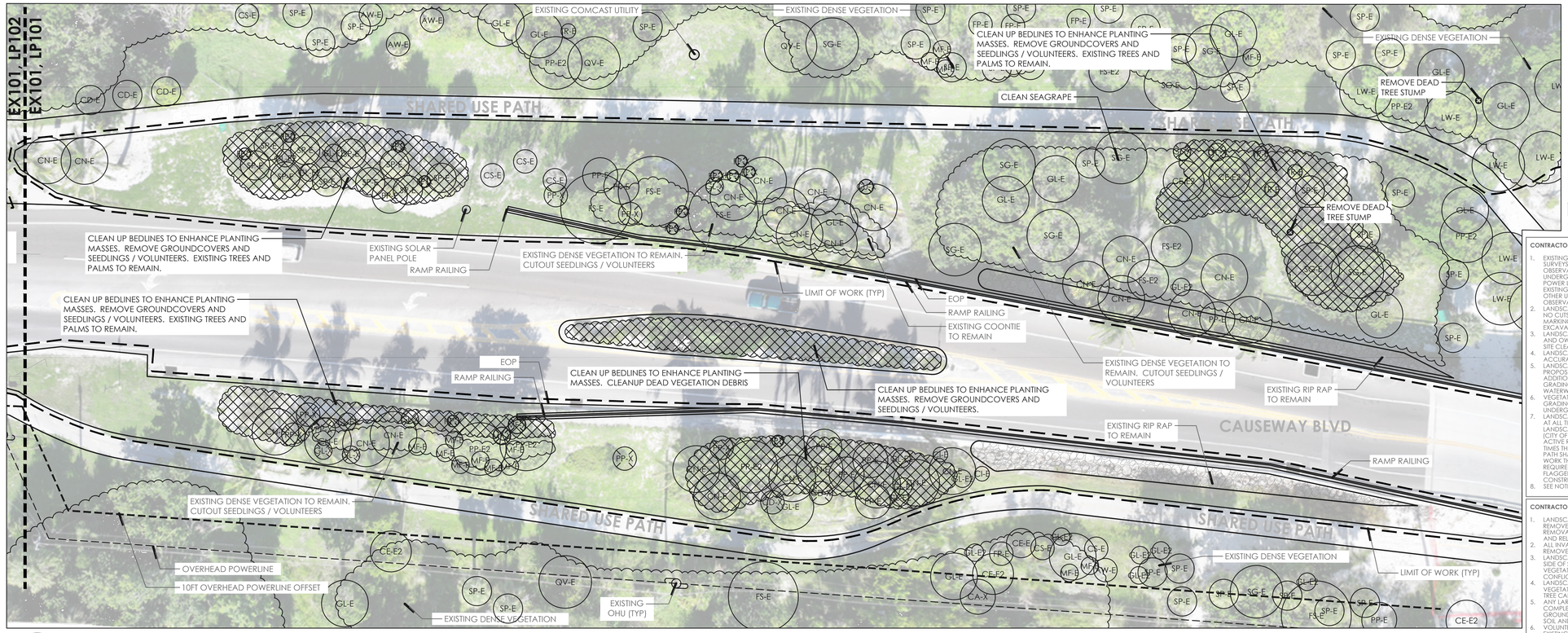
Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: C



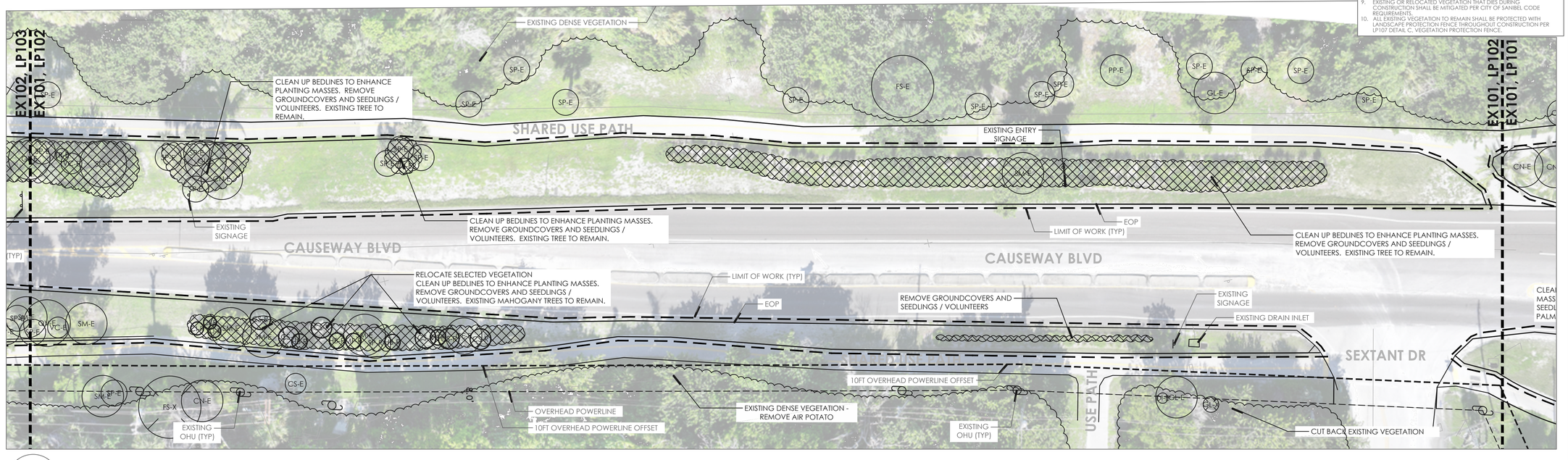
A PLAN
EX101
SCALE: 1" = 20'

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK. HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY. THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DURATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.
8. SEE NOTEBOX EX103: 102 MAINTENANCE OF TRAFFIC

CONTRACTOR – VEGETATION IMPACTS NOTES:

1. LANDSCAPE CONTRACTOR TO IDENTIFY AND VERIFY PLANTS TO BE REMOVED WITH CLIENT REPRESENTATIVE PRIOR TO PERFORMING REMOVALS. CONTRACTOR TO CONFIRM ALL QUANTITIES OF REMOVALS AND RELOCATIONS.
2. ALL INVASIVE EXOTIC VEGETATION WITHIN LIMIT OF WORK / SITE SHALL BE REMOVED FROM SITE.
3. LANDSCAPE CONTRACTOR TO WALL BACK EXISTING MAHOE ON SOUTH SIDE OF SOUTH MULTI-USE PATH. CONTRACTOR TO TRIM BACK CANOPY VEGETATION OVERHANGING MULTI-USE BIKE PATH IN LOCATIONS WHERE CONFLICTS ARISE WITH PROPOSED CANOPY TREES.
4. LANDSCAPE CONTRACTOR SHALL FOLLOW ALL CITY OF SANIBEL VEGETATION TRIMMING GUIDELINES. NOT MORE THAN 25% OF NATIVE TREE CANOPY SHALL BE TRIMMED.
5. ANY LARGE PALMS, TREES OR STUMPS TO BE REMOVED SHALL BE COMPLETELY REMOVED. ROOT BALLS SHALL BE REMOVED OR STUMP GROUND TO MINIMUM OF 12" DEPTH AND BACKFILLED WITH APPROVED SOIL AND SHALL BE LANDSCAPED OR SODDED.
6. VOLUNTEER SAPLINGS LESS THAN 1" CALIPER SHALL BE CULLED FROM EXISTING VEGETATION MASSES. EXISTING GROUNDCOVER MASSES (HERBACIOUS, NON-WOODY PLANT MATERIAL) SHALL BE REMOVED. SELECT VOLUNTEER SHRUBS SHALL BE REMOVED FOR LEGIBILITY WITHIN LANDSCAPE BED AREAS.
7. LANDSCAPE CONTRACTOR SHALL PRESERVE EXISTING COONTIE IN PLACE AND TO PRESERVE LARGE COONTIES TAGGED FOR RELOCATION.
8. PROPOSED RELOCATED VEGETATION SHALL BE TAGGED WITH COLORED ENGINEER TAPE PRIOR TO RELOCATION. TAPE SHALL REMAIN ON RELOCATED VEGETATION THROUGHOUT DURATION OF SITE WORK. RELOCATED VEGETATION SHALL BE HAND WATERED FOR ESTABLISHMENT.
9. EXISTING OR RELOCATED VEGETATION THAT DIES DURING CONSTRUCTION SHALL BE MITIGATED PER CITY OF SANIBEL CODE REQUIREMENTS.
10. ALL EXISTING VEGETATION TO REMAIN SHALL BE PROTECTED WITH LANDSCAPE PROTECTION FENCE THROUGHOUT CONSTRUCTION PER LP107 DETAIL C. VEGETATION PROTECTION FENCE.



B PLAN
EX101
SCALE: 1" = 20'

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CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

EXISTING VEGETATION IMPACT PLAN

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: EX101

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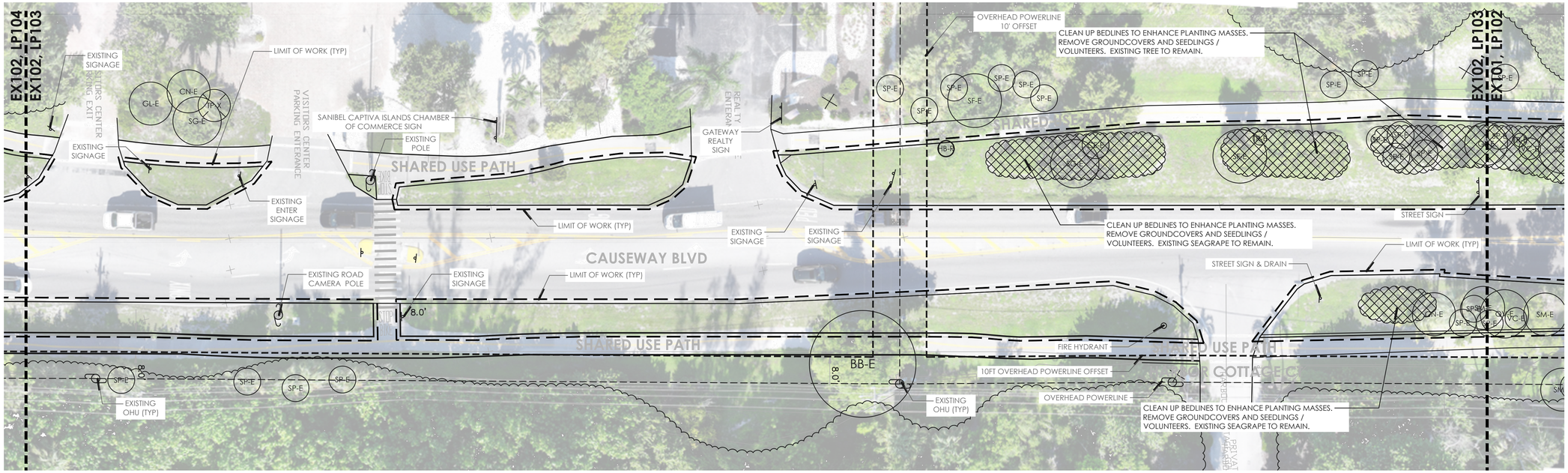
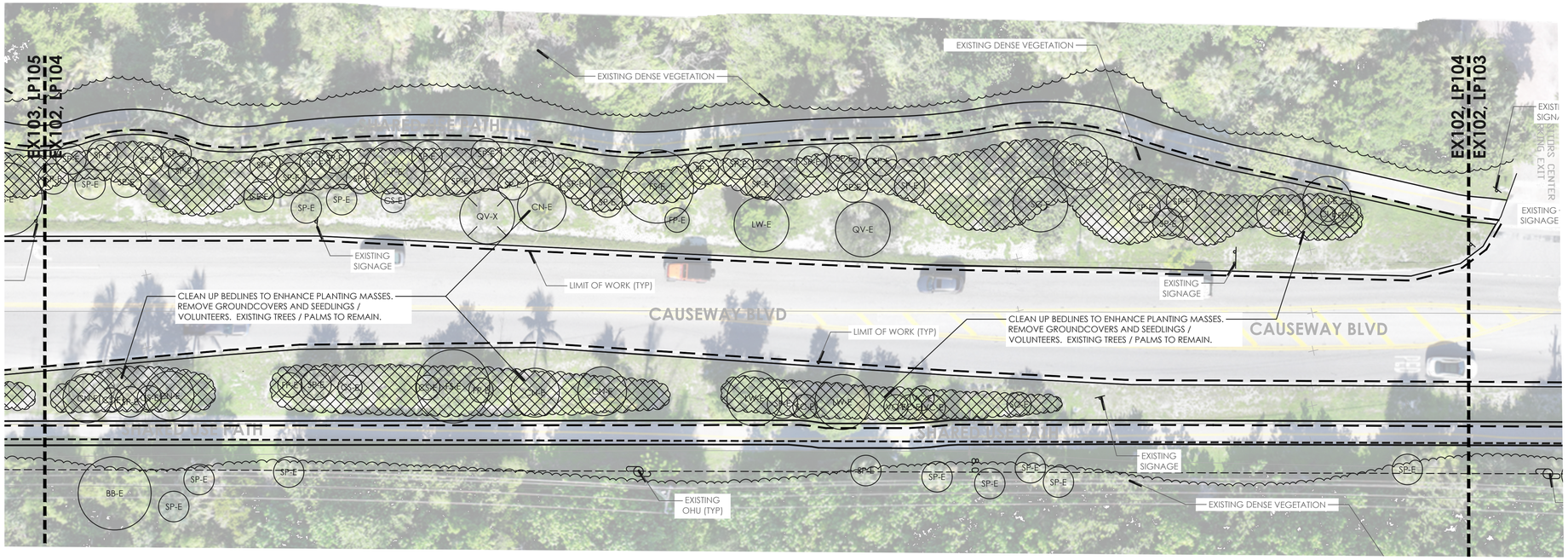


A PLAN
EX102
SCALE: 1" = 20'



B PLAN
EX102
SCALE: 1" = 20'

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL, AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK. HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO REDIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.
8. SEE NOTEBOX EX103: 102 MAINTENANCE OF TRAFFIC

CONTRACTOR – VEGETATION IMPACTS NOTES:

1. LANDSCAPE CONTRACTOR TO IDENTIFY AND VERIFY PLANTS TO BE REMOVED WITH CLIENT REPRESENTATIVE PRIOR TO PERFORMING REMOVALS. CONTRACTOR TO CONFIRM ALL QUANTITIES OF REMOVALS AND RELOCATIONS.
2. ALL INVASIVE EXOTIC VEGETATION WITHIN LIMIT OF WORK / SITE SHALL BE REMOVED FROM SITE.
3. LANDSCAPE CONTRACTOR TO WALL BACK EXISTING MAHOE ON SOUTH SIDE OF SOUTH MULTI-USE PATH. CONTRACTOR TO TRIM BACK CANOPY VEGETATION OVERHANGING MULTI-USE BIKE PATH IN LOCATIONS WHERE CONFLICTS ARISE WITH PROPOSED CANOPY TREES.
4. LANDSCAPE CONTRACTOR SHALL FOLLOW ALL CITY OF SANIBEL VEGETATION TRIMMING GUIDELINES. NOT MORE THAN 25% OF NATIVE TREE CANOPY SHALL BE TRIMMED.
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7. LANDSCAPE CONTRACTOR SHALL PRESERVE EXISTING COONTIE IN PLACE AND TO PRESERVE LARGE COONTIES TAGGED FOR RELOCATION. PROPOSED RELOCATED VEGETATION SHALL BE TAGGED WITH COLORED ENGINEER TAPE PRIOR TO RELOCATION. TAPE SHALL REMAIN ON RELOCATED VEGETATION THROUGHOUT DURATION OF SITE WORK. RELOCATED VEGETATION SHALL BE HAND WATERED FOR ESTABLISHMENT.
9. EXISTING OR RELOCATED VEGETATION THAT DIES DURING CONSTRUCTION SHALL BE MITIGATED PER CITY OF SANIBEL CODE REQUIREMENTS.
10. ALL EXISTING VEGETATION TO REMAIN SHALL BE PROTECTED WITH LANDSCAPE PROTECTION FENCE THROUGHOUT CONSTRUCTION PER LP107 DETAIL C, VEGETATION PROTECTION FENCE.

EXISTING VEGETATION LEGEND

- XX-E — EXISTING TREE - REMAIN
- XX-R — EXISTING TREE - RELOCATE
- XX-X — EXISTING TREE - REMOVE
- GROUNDCOVER REMOVAL AREA: *REMOVE GRASSES AND GROUNDCOVER ONLY, SEE VEGETATION REMOVAL NOTES*
- LIMIT OF WORK

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EXISTING VEGETATION IMPACT PLAN

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: EX102

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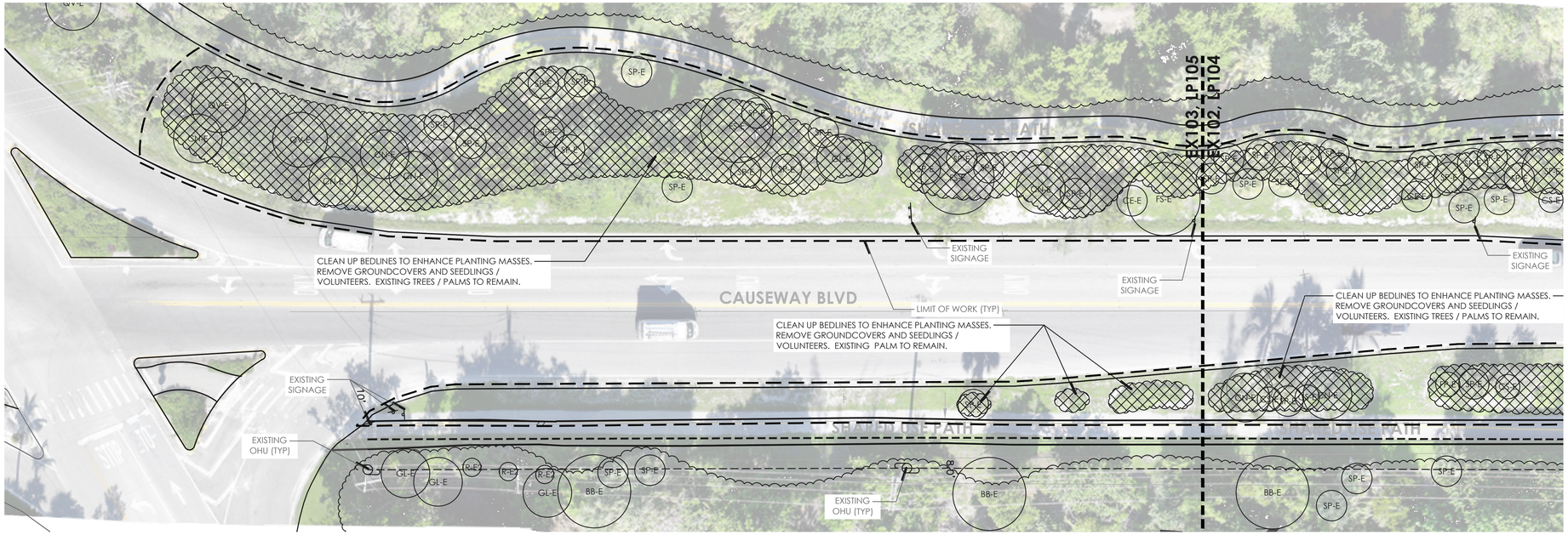

A
EX103
PLAN
SCALE: 1" = 20'

IMPACT PLANT SCHEDULE

CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE
RELOCATE - NATIVE				
CE-R	1	CONOCARPUS ERECTUS	BUTTONWOOD	RELOCATE
SP-R	1	SABAL PALMETTO	SABAL PALM	RELOCATE
REMOVE - NATIVE				
GL-X	7	BURSERA SIMARUBA	GUMBO LIMBO, SEEDLINKS	REMOVE
CD-X	2	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	MITIGATE 1:1
FS-X	1	FICUS AUREA	STRANGLER FIG	DEAD
PP-X	7	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD, SEEDLINK	REMOVE
QV-X	1	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	MITIGATE 1:1
REMOVE - NONNATIVE				
CA-X	1	CUPANIOPSIS ANACARDIOIDES	CARROTWOOD	INVASIVE
TP-X	1	THESPESIA POPULNEA	MAHOE	INVASIVE
RELOCATE - NATIVE				
CI-R	3	CHRYSOBALANUS ICACO	COCO PLUM	RELOCATE
CS-R	6	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD	RELOCATE
HB-R	4	HETEROSAVIA BAHAMENSIS	MAIDENBUSH	RELOCATE
MF-R	2	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	RELOCATE
REMOVE - NATIVE				
CU-X	1	COCCOLOBA UVIFERA	SEA GRAPE	MITIGATE 1:1
FP-X	11	FORESTIERA SEGREGATA	FLORIDA PRIVET, SEEDLINKS	REMOVE
HP-X	1	HAMELIA PATENS	FIREBUSH	MITIGATE 1:1
MF-X	2	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	MITIGATE 1:1

IMPORTANT: VEGETATION IMPACTS

1. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY UNDERGROUND UTILITY WORK.
2. ALL SITE GRADING & DRAINAGE SHALL MEANDER AROUND EXISTING AND RELOCATED VEGETATION.

IMPORTANT: CONTRACTOR

1. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 or (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING ALL QUANTITIES OF NATIVES TO BE PRESERVED ON SITE AND FOR VERIFYING THE QUANTITY AND EXTENT OF EXOTICS TO BE REMOVED FROM SITE PRIOR TO BIDDING ON OR BEGINNING SITE WORK.
3. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING LOCATION OF EXISTING NATIVE/ PROTECTED SPECIES ON SITE AND TAKING NECESSARY MEASURES TO PROTECT OR RELOCATE AND PRESERVE EXISTING NATIVES.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY EXISTING VEGETATION PLANS AND FOR NOTIFYING GENERAL CONTRACTOR, OWNER OR OWNERS AGENT OF ANY CONFLICTS.
5. ALL EXISTING NATIVE VEGETATION ON SITE IS TO REMAIN IN EXISTING LOCATION UNLESS OTHERWISE SPECIFIED ON PLANS.

EXISTING PLANT SCHEDULE

CODE	BOTANICAL NAME	COMMON NAME	SIZE
REMAIN - NATIVE			
GL-E2	BURSERA SIMARUBA	GUMBO LIMBO	EXISTING
GL-E	BURSERA SIMARUBA	GUMBO LIMBO	EXISTING
CD-E	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	EXISTING
SG-E	COCCOLOBA UVIFERA	SEA GRAPE	EXISTING
CE-E2	CONOCARPUS ERECTUS	BUTTONWOOD	EXISTING
CE-E	CONOCARPUS ERECTUS	BUTTONWOOD	EXISTING
FS-E	FICUS AUREA	STRANGLER FIG	EXISTING
FS-E2	FICUS AUREA	STRANGLER FIG	EXISTING
LW-E	LYSILOMA LATISILIQUA	WILD TAMARIND	EXISTING
PP-E	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD	EXISTING
PP-E2	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD	EXISTING
QV-E	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	EXISTING
SP-E	SABAL PALMETTO	SABAL PALM	EXISTING
SF-E	SIDEROXYLON FOETIDISSIMUM	WILD MASTIC	EXISTING
SM-E	SWIETENIA MAHAGONI	MAHOGANY	EXISTING
REMAIN - NONNATIVE			
BB-E	BUCIDA BUCERAS	BLACK OLIVE	EXISTING
CN-E	COCOS NUCIFERA	COCONUT PALM	EXISTING
REMAIN - NATIVE			
AW-E	ACOELORRHAPHE WRIGHTII	PAUROTIS PALM	EXISTING
CI-E	CHRYSOBALANUS ICACO	COCO PLUM	EXISTING
CU-E2	COCCOLOBA UVIFERA	SEA GRAPE	EXISTING
CS-E	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD	EXISTING
FP-E	FORESTIERA SEGREGATA	FLORIDA PRIVET	EXISTING
MF-E	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	EXISTING
SC-E	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	EXISTING
TR-E2	THRINAX RADIATA	GREEN THATCH PALM, DOUBLE	EXISTING
TR-E	THRINAX RADIATA	GREEN THATCH PALM	EXISTING
VC-E	VACHELLIA CHORIOPHYLLA	CINNECORD	EXISTING
REMAIN - NONNATIVE			
DI-E	DRACENA MARGINATA	DRACENA	EXISTING

PRESERVATION OF NATIVES ON SITE

1. ALL NATIVES TO REMAIN IN PLACE ON SITE SHALL BE PROTECTED BY SITE CONSTRUCTION ACTIVITIES BY ORANGE CONSTRUCTION FENCE.
2. ANY NATIVES SHOWN TO REMAIN IN PLACE, BUT DETERMINED TO BE IMPACTED BY SITE CONSTRUCTION ACTIVITIES SHALL BE RELOCATED TO THE VEGETATION RECEPTOR AREA.
3. A CITY OF SANIBEL VEGETATION PERMIT IS REQUIRED FOR RELOCATION AND REMOVAL OF ANY NATIVE VEGETATION ON SITE.
4. A VEGETATION RECEPTOR AREA IS REQUIRED FOR RELOCATED NATIVE VEGETATION. THE RECEPTOR AREA MUST BE PROTECTED BY ORANGE CONSTRUCTION FENCE AND BY SILT FENCE. TEMPORARY IRRIGATION IN VEGETATION RECEPTOR AREA IS REQUIRED FOR A MINIMUM OF 60 DAYS FOR ESTABLISHMENT OF RELOCATED VEGETATION.
5. ALL NATIVES TO BE RELOCATED ON SITE SHALL BE MARKED WITH COLORED ENGINEER TAPE TO BE DISTINGUISHED FROM OTHER NON-TRANSPLANTED VEGETATION. THE TAPE MUST REMAIN ON THE TRANSPLANTED VEGETATION UNTIL THE TREES ARE TRANSPLANTED TO FINAL SITE LOCATIONS AND INSPECTION IS COMPLETED BY STATE OF FL. DEP AND BY CITY OF SANIBEL PLANNING AND NATURAL RESOURCES DEPARTMENTS.

Call Before You Dig

Call Sunshine State One Call , at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES; TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

EXISTING VEGETATION LEGEND

- XX-E — EXISTING TREE - REMAIN
- XX-R — EXISTING TREE - RELOCATE
- XX-X — EXISTING TREE - REMOVE
- GROUNDCOVER REMOVAL AREA: *REMOVE GRASSES AND GROUNDCOVER ONLY, SEE VEGETATION REMOVAL NOTES*
- LIMIT OF WORK

CONTRACTOR – GENERAL NOTES:

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3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
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7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.

CONTRACTOR – VEGETATION IMPACTS NOTES:

1. LANDSCAPE CONTRACTOR TO IDENTIFY AND VERIFY PLANTS TO BE REMOVED WITH CLIENT REPRESENTATIVE PRIOR TO PERFORMING REMOVALS. CONTRACTOR TO CONFIRM ALL QUANTITIES OF REMOVALS AND RELOCATIONS.
2. ALL INVASIVE EXOTIC VEGETATION WITHIN LIMIT OF WORK / SITE SHALL BE REMOVED FROM SITE.
3. LANDSCAPE CONTRACTOR TO WALL BACK EXISTING MAHOE ON SOUTH SIDE OF SOUTH MULTI-USE PATH. CONTRACTOR TO TRIM BACK CANOPY VEGETATION OVERHANGING MULTI-USE BIKE PATH IN LOCATIONS WHERE CONFLICTS ARISE WITH PROPOSED CANOPY TREES.
4. LANDSCAPE CONTRACTOR SHALL FOLLOW ALL CITY OF SANIBEL VEGETATION TRIMMING GUIDELINES, NOT MORE THAN 25% OF NATIVE TREE CANOPY SHALL BE TRIMMED.
5. ANY LARGE PALMS, TREES OR STUMPS TO BE REMOVED SHALL BE COMPLETELY REMOVED. ROOT BALLS SHALL BE REMOVED OR STUMP GROUND TO MINIMUM OF 12" DEPTH AND BACKFILLED WITH APPROVED SOIL AND SHALL BE LANDSCAPED OR SODDED.
6. VOLUNTEER SAPLINGS LESS THAN 1" CALIPER SHALL BE CULLED FROM EXISTING VEGETATION MASSES. EXISTING GROUNDCOVER MASSES (HERBACIOUS, NON-WOODY PLANT MATERIAL) SHALL BE REMOVED. SELECT VOLUNTEER SHRUBS SHALL BE REMOVED FOR LEGIBILITY WITHIN LANDSCAPE BED AREAS.
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9. EXISTING OR RELOCATED VEGETATION THAT DIES DURING CONSTRUCTION SHALL BE MITIGATED PER CITY OF SANIBEL CODE REQUIREMENTS.
10. ALL EXISTING VEGETATION TO REMAIN SHALL BE PROTECTED WITH LANDSCAPE PROTECTION FENCE THROUGHOUT CONSTRUCTION PER LP107 DETAIL C, VEGETATION PROTECTION FENCE.

INVASIVE EXOTIC REMOVAL:

1. REMOVAL OF ALL SANIBEL 8 INVASIVE EXOTICS AS PER CITY OF SANIBEL VEGETATION CODE, SEC. 122-123 OF THE SANIBEL, FL CODE OF ORDINANCES.
2. SITE IS REQUIRED TO BE FREE OF ALL SANIBEL 8 INVASIVE EXOTICS FOR FINAL INSPECTION. SITE SHALL BE MAINTAINED FREE OF SANIBEL 8 INVASIVE EXOTICS INDEFINITELY.
3. INVASIVE EXOTICS INCLUDE ALL BRAZILIAN PEPPER (*Schinus terebinthifolius*), ALL MELALEUCA (*Melaleuca quinquenervia*), EARLEAF ACACIA (*Acacia auriculiformis*), LEAD TREE (*Leucaena leucocephala*), JAVA PLUM (*Syzygium cumini*), AIR POTATO (*Dioscorea bulbifera*), EXOTIC INKBERRY (*Scaevola frutescens, Scaevola sericea*) AND MOTHER-IN-LAW'S TONGUE/BOWSTRING HEMP (*Sansefieria hyacinthoides*)

SEC. 122-191. - REMOVAL REQUIRED; AUTHORITY

BRAZILIAN PEPPER, MELALEUCA AND OTHER INVASIVE EXOTIC VEGETATION HAVE BEEN DETERMINED TO BE UNDESIRABLE SPECIES WHICH OUT-COMPETE OR OTHERWISE DISPLACE NATIVE VEGETATION. SECTION 38-1 PROHIBITS THE PLANTING OR TRANSPLANTING OF:

- BRAZILIAN PEPPER (SCHINUS TEREBINTHIFOLIUS)
- EARLEAF ACACIA (ACACIA AURICULIFORMIS)
- JAVA PLUM (SYZYGIUM CUMINII)
- EXOTIC INKBERRY (SCAEVOLA FRUCTESCENS OR SCAEVOLA SERICEA)
- LEAD TREE (LEUCAENA LEUCOCEPHALA)
- MOTHER-IN-LAWS TONGUE/BOWSTRING HEMP (SANSERVERIA HYACINTHIODES)
- AIR POTATO (DIOSCOREA BULBIFERA

WITHIN THE BOUNDARIES OF THE CITY, SUBSECTION 82-382(12)E REQUIRES THAT THE VEGETATION PLAN SUBMITTED WITH A DEVELOPMENT PERMIT APPLICATION, EXCEPT FOR MINOR IMPROVEMENTS AS DEFINED IN CHAPTER 122, VEGETATION, IDENTIFY THE INVASIVE EXOTIC VEGETATION LOCATED ON THE PARCEL PROPOSED FOR DEVELOPMENT AND INCLUDE A PLAN FOR THE REMOVAL OF THE ABOVE LISTED EXOTICS.

102 MAINTENANCE OF TRAFFIC:

ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL HAVE A TRAFFIC CONTROL PLAN, AS REQUIRED BY FLORIDA STATUTE AND FEDERAL REGULATIONS, THE CONTRACTOR MAY RESTRICT TRAFFIC TO ONE LANE DURING CONSTRUCTION, WITH APPROPRIATE TRAFFIC CONTROL AND FLAGMEN, ONLY WITH PRIOR APPROVAL OF ENGINEER AND NOTIFICATION TO THE POLICE, FIRE, AND OTHER LOCAL EMERGENCY DEPARTMENTS. TWO LANES OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES WHEN CONSTRUCTION ACTIVITIES ARE NOT IN PROGRESS, SUCH AS WEEKENDS, NIGHTS, HOLIDAYS, ETC., BUT NOT LIMITED TO THESE TIMES. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL DURING ALL STAGES OF THE PROJECT TO ENSURE THE SAFETY OF THE PEDESTRIAN AND VEHICLE TRAFFIC. AT NO TIME SHOULD CONTRACTORS PARK CONSTRUCTION VEHICLES, EQUIPMENT, INCLUDING ASPHALT TRUCKS, NOR ANY OTHER CONSTRUCTION DEVICES ON THE SHARED USE PATH. IF SECTIONS OF THE SHARED USE PATH, DUE TO THE PAVING WORK, ARE NOT USABLE BY PEDESTRIAN TRAFFIC AS DETERMINED BY CITY ENGINEER, ALL MEANS NECESSARY WILL BE TAKEN (I.E. BARRICADES, CAUTION TAPE, SIGNAGE, AND FLAGMEN) FOR THE SAFETY OF THE PEDESTRIAN TRAFFIC. SAFETY OF THE PEDESTRIAN AND WORKER THROUGHOUT DURATION OF THE CONSTRUCTION PROJECT IS THE HIGHEST PRIORITY. NEGLECT TO MAINTAIN TRAFFIC BY CONTRACTOR AS DESCRIBED WITHIN THE PLANS AND DOCUMENTS WILL BE CAUSE FOR SUSPENSION OF THE CONTRACT WORK UNTIL SUCH A TIME CITY ENGINEER DEEMS NECESSARY TO ASSURE CONTRACTOR HAS CORRECTED ANY MAINTENANCE OF TRAFFIC DEFICIENCY AS RELATES TO THE PROJECT. AT START OF CONSTRUCTION THE TRAFFIC CONTROL SIGNS SHALL BE PLACED AND MAINTAINED BY CONTRACTOR. THEY SHALL BE IN PLACE AND PROPERTY MAINTAINED FOR THE DURATION OF THE PROJECT AND UNTIL SOD HAS BEEN INSTALLED AND PROJECT COMPLETED.

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SANIBEL, FL 33957

EXISTING VEGETATION IMPACT PLAN

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: EX103

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IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES: TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

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CONTRACTOR – IRRIGATION NOTES:

1. OPERATIONAL IRRIGATION WATER SUPPLY REQUIRED ON SITE PRIOR TO INSTALLATION OF CANOPY TREES AND NEW LANDSCAPE VEGETATION. CONTRACTOR SHALL COORDINATE WITH CITY PUBLIC WORKS FOR IRRIGATION SOURCE, SLEEVES AND LAYOUT.
2. CONTRACTOR TO HAND WATER ROOT BALLS OF ALL TREES, SHRUBS, GROUNDCOVERS ONCE INSTALLED UNTIL IRRIGATION SYSTEM IS FULLY OPERATIONAL.
4. BUBBLERS SHALL BE INSTALLED AT THE BASE OF ALL NEW TREES AND PALMS.
5. CONTRACTOR TO HAND WATER ALL RELOCATED VEGETATION THROUGH ESTABLISHMENT.
6. CONTRACTOR SHALL THOROUGHLY HAND WATER ANY LANDSCAPE MATERIALS STAGGED/STORED ON SITE DAILY.
7. IRRIGATION SHALL NOT OVERSPRAY ON ROADWAY OR BIKE PATH.
8. ANY PLANT MATERIAL DAMAGED THROUGH LACK OF PROPER WATERING DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR EXPENSE.
9. BAHIA SOD TO BE WATERED IN WITH WATERING TRUCK. PERMANENT IRRIGATION SHALL NOT BE INSTALLED FOR BAHIA SOD AREAS.

102 MAINTENANCE OF TRAFFIC:

ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL HAVE A TRAFFIC CONTROL PLAN, AS REQUIRED BY FLORIDA STATUTE AND FEDERAL REGULATIONS. THE CONTRACTOR MAY RESTRICT TRAFFIC TO ONE LANE DURING CONSTRUCTION, WITH APPROPRIATE TRAFFIC CONTROL AND FLAGMEN, ONLY WITH PRIOR APPROVAL OF ENGINEER AND NOTIFICATION TO THE POLICE, FIRE, AND OTHER LOCAL EMERGENCY DEPARTMENTS. TWO LANES OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES WHEN CONSTRUCTION ACTIVITIES ARE NOT IN PROGRESS, SUCH AS WEEKENDS, NIGHTS, HOLIDAYS, ETC., BUT NOT LIMITED TO THESE TIMES.

THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL DURING ALL STAGES OF THE PROJECT TO ENSURE THE SAFETY OF THE PEDESTRIAN AND VEHICLE TRAFFIC. AT NO TIME SHOULD CONTRACTORS PARK CONSTRUCTION VEHICLES, EQUIPMENT, INCLUDING ASPHALT TRUCKS, NOR ANY OTHER CONSTRUCTION DEVICES ON THE SHARED USE PATH. IF SECTIONS OF THE SHARED USE PATH, DUE TO THE PAVING WORK, ARE NOT USABLE BY PEDESTRIAN TRAFFIC AS DETERMINED BY CITY ENGINEER, ALL MEANS NECESSARY WILL BE TAKEN (I.E. BARRICADES, CAUTION TAPE, SIGNAGE, AND FLAGMEN) FOR THE SAFETY OF THE PEDESTRIAN TRAFFIC.

SAFETY OF THE PEDESTRIAN AND WORKER THROUGHOUT DURATION OF THE CONSTRUCTION PROJECT IS THE HIGHEST PRIORITY. NEGLECT TO MAINTAIN TRAFFIC BY CONTRACTOR AS DESCRIBED WITHIN THE PLANS AND DOCUMENTS WILL BE CAUSE FOR SUSPENSION OF THE CONTRACT WORK UNTIL SUCH A TIME CITY ENGINEER DEEMS NECESSARY TO ASSURE CONTRACTOR HAS CORRECTED ANY MAINTENANCE OF TRAFFIC DEFICIENCY AS RELATES TO THE PROJECT.

AT START OF CONSTRUCTION THE TRAFFIC CONTROL SIGNS SHALL BE PLACED AND MAINTAINED BY CONTRACTOR, THEY SHALL BE IN PLACE AND PROPERTY MAINTAINED FOR THE DURATION OF THE PROJECT AND UNTIL SOD HAS BEEN INSTALLED AND PROJECT COMPLETED.

CONTRACTOR – VEGETATION INSTALLATION NOTES:

1. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL SPECIMEN, CANOPY TREES, SMALL TREES AND PALMS PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHALL CONFIRM ALL LANDSCAPE BED EDGES AND MATERIAL EXTENTS PRIOR TO BEGINNING INSTALLATION, LANDSCAPE ARCHITECT AND OWNER OR OWNER'S AGENT SHALL REVIEW AND APPROVE PRIOR TO INSTALLATION.
2. THE LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF LANDSCAPE MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
3. ALL GROUNDCOVER AND SHRUB MASSES ARE REPRESENTED AS AREAS ON PLANS, PLANT LAYOUT SHALL BE TRAINGULAR PLACEMENT WITH CONSISTENT SPACING PER PLANT SCHEDULE. PLANT MASSING IS INTENDED AS LEGIBLE BLOCKS, NOTIFY LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE OF ANY CONFLICTS. SAMPLE LAYOUT ON SITE IS REQUIRED PRIOR TO INSTALLATION OF ALL SHRUB AND GROUNDCOVER BED AREAS.
4. ALL LANDSCAPE PLANT MATERIAL SOURCED FOR THIS PROJECT SHALL BE 100% NATIVE VEGETATION. REFER TO CITY OF SANIBEL HORTICULTURALLY AVAILABLE NATIVE PLANT LIST. CONTRACTOR TO SUBMIT PHOTOS OF SOURCED PLANTS PRIOR TO PROCUREMENT FOR CLIENT/CLIENT AGENT APPROVAL.
5. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARD FOR NURSERY PLANTS, PART 1 AND PART II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES ON ALL TRANSPORTED MATERIALS SHALL ALSO MEET STATE STANDARDS.

CONTRACTOR – GENERAL NOTES:

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2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
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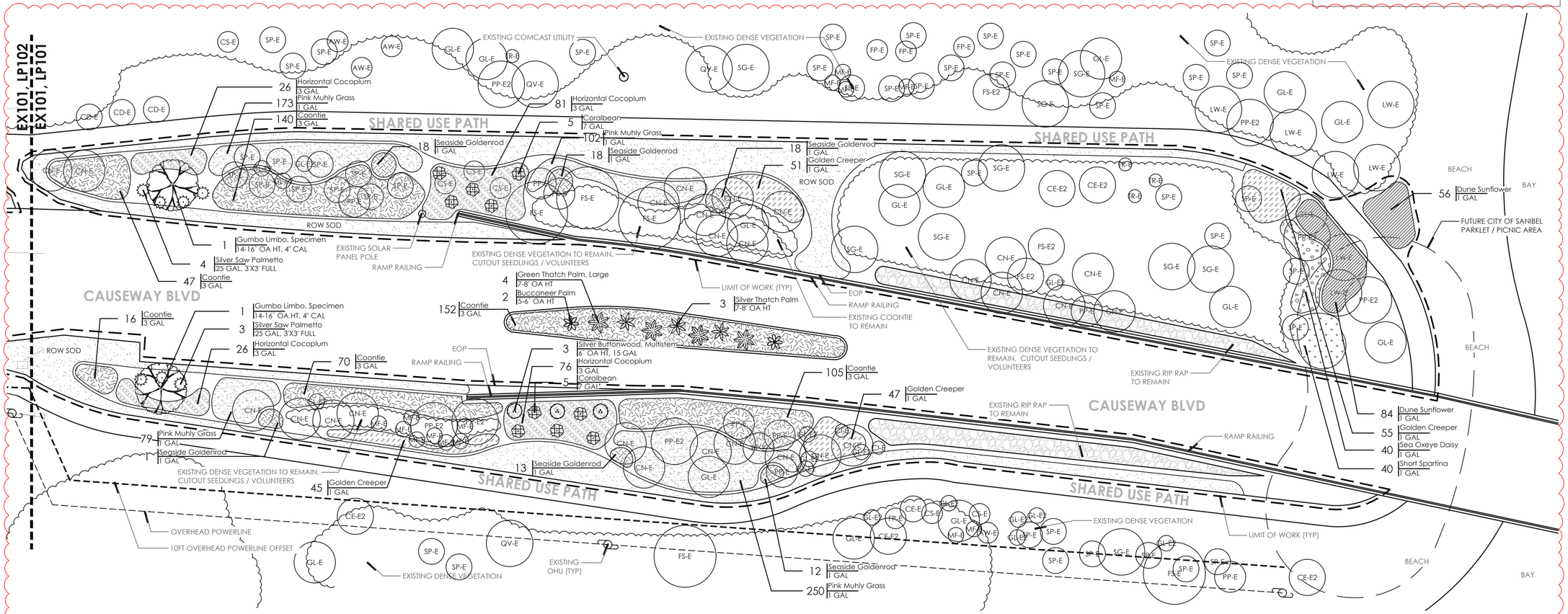

A LP101 PLAN

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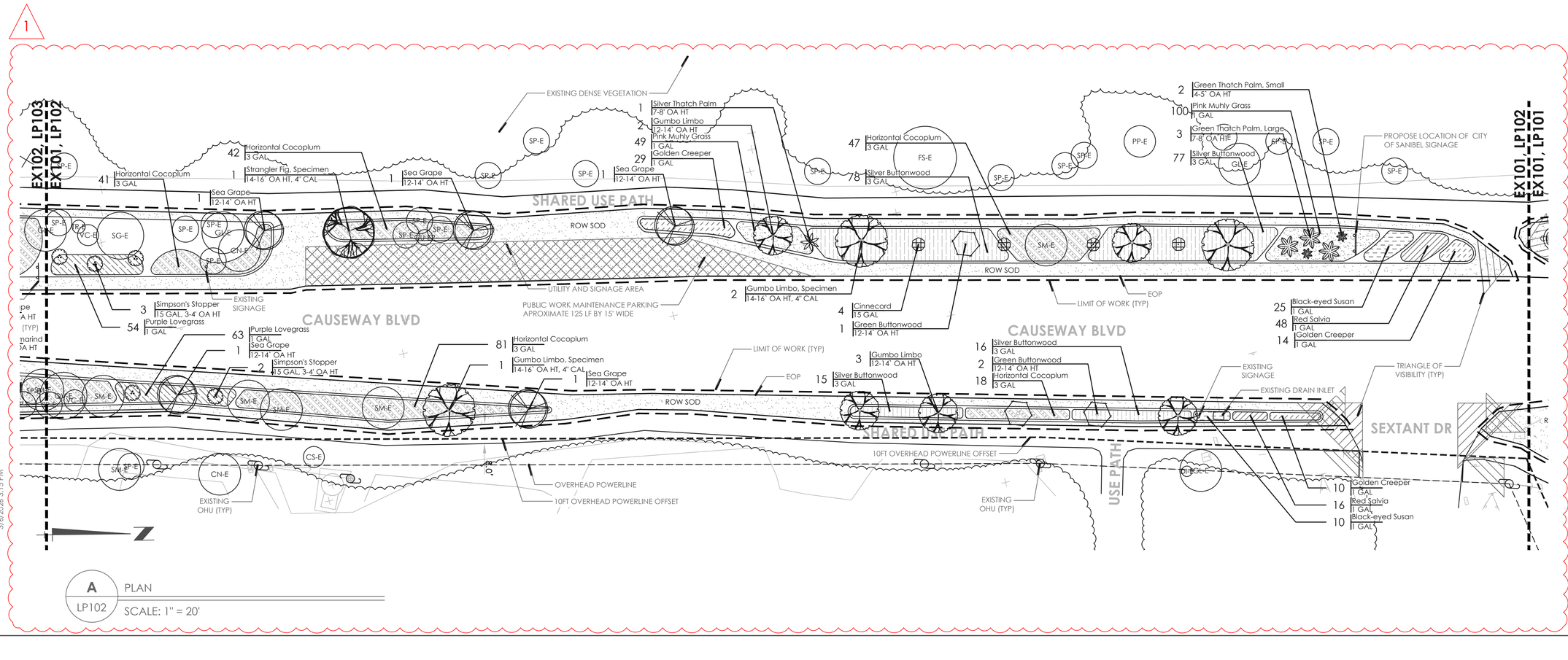

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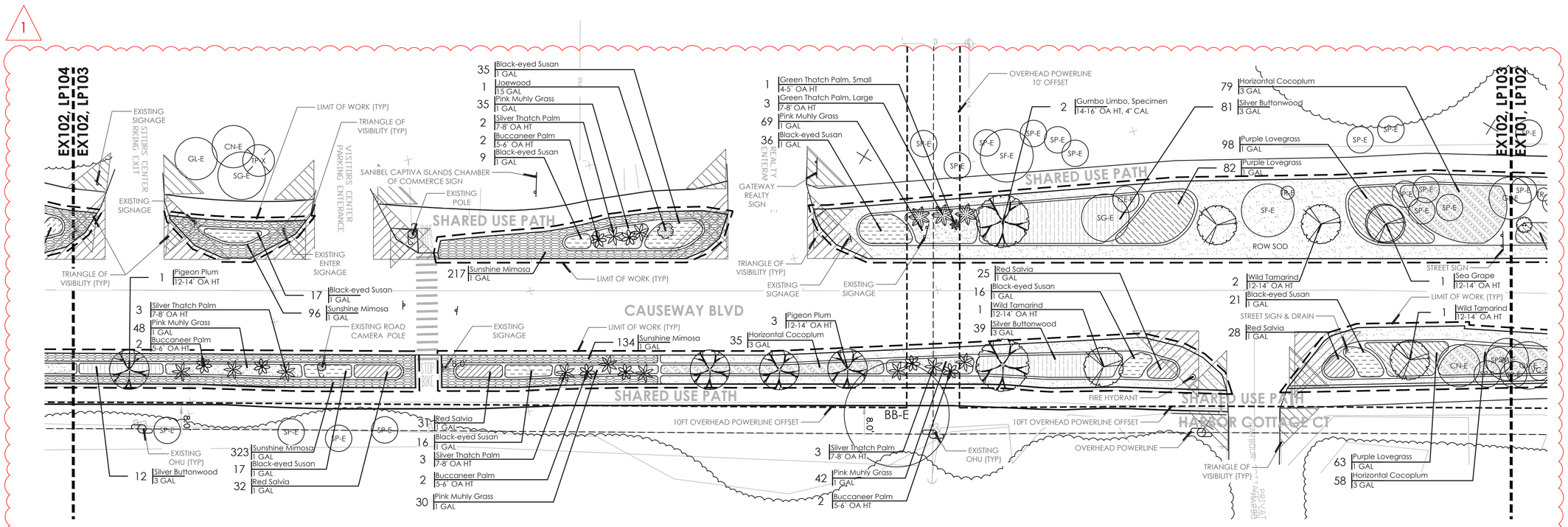
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.



A PLAN
LP103
SCALE: 1" = 20'

COASTAL VISTA
2410 PALM RIDGE ROAD
SANIBEL ISLAND, FL 33957
TEL: 239-558-4610
INFO@COASTALVISTADESIGN.COM

CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

PROPOSED LANDSCAPE PLAN

SCALE: 1" = 20'-0"
0' 10' 20' 40'

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP103

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

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IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES: TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

Call Before You Dig

Call Sunshine State One Call , at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

CONTRACTOR – IRRIGATION NOTES:

1. OPERATIONAL IRRIGATION WATER SUPPLY REQUIRED ON SITE PRIOR TO INSTALLATION OF CANOPY TREES AND NEW LANDSCAPE VEGETATION. CONTRACTOR SHALL COORDINATE WITH CITY PUBLIC WORKS FOR IRRIGATION SOURCE, SLEEVES AND LAYOUT.
2. CONTRACTOR TO HAND WATER ROOT BALLS OF ALL TREES, SHRUBS, GROUNDCOVERS ONCE INSTALLED UNTIL IRRIGATION SYSTEM IS FULLY OPERATIONAL.
4. BUBBLERS SHALL BE INSTALLED AT THE BASE OF ALL NEW TREES AND PALMS.
5. CONTRACTOR TO HAND WATER ALL RELOCATED VEGETATION THROUGH ESTABLISHMENT.
6. CONTRACTOR SHALL THOROUGHLY HAND WATER ANY LANDSCAPE MATERIALS STAGGED/STORED ON SITE DAILY.
7. IRRIGATION SHALL NOT OVERSPRAY ON ROADWAY OR BIKE PATH.
8. ANY PLANT MATERIAL DAMAGED THROUGH LACK OF PROPER WATERING DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR EXPENSE.
9. BAHIA SOD TO BE WATERED IN WITH WATERING TRUCK. PERMANENT IRRIGATION SHALL NOT BE INSTALLED FOR BAHIA SOD AREAS.

102 MAINTENANCE OF TRAFFIC:

ALL WORK WITHIN THE PUBLIC RIGHT OF WAY SHALL HAVE A TRAFFIC CONTROL PLAN, AS REQUIRED BY FLORIDA STATUTE AND FEDERAL REGULATIONS. THE CONTRACTOR MAY RESTRICT TRAFFIC TO ONE LANE DURING CONSTRUCTION, WITH APPROPRIATE TRAFFIC CONTROL AND FLAGMEN, ONLY WITH PRIOR APPROVAL OF ENGINEER AND NOTIFICATION TO THE POLICE, FIRE, AND OTHER LOCAL EMERGENCY DEPARTMENTS. TWO LANES OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES WHEN CONSTRUCTION ACTIVITIES ARE NOT IN PROGRESS, SUCH AS WEEKENDS, NIGHTS, HOLIDAYS, ETC., BUT NOT LIMITED TO THESE TIMES.

THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL DURING ALL STAGES OF THE PROJECT TO ENSURE THE SAFETY OF THE PEDESTRIAN AND VEHICLE TRAFFIC. AT NO TIME SHOULD CONTRACTORS PARK CONSTRUCTION VEHICLES, EQUIPMENT, INCLUDING ASPHALT TRUCKS, NOR ANY OTHER CONSTRUCTION DEVICES ON THE SHARED USE PATH. IF SECTIONS OF THE SHARED USE PATH, DUE TO THE PAVING WORK, ARE NOT USABLE BY PEDESTRIAN TRAFFIC AS DETERMINED BY CITY ENGINEER, ALL MEANS NECESSARY WILL BE TAKEN (I.E. BARRICADES, CAUTION TAPE, SIGNAGE, AND FLAGMEN) FOR THE SAFETY OF THE PEDESTRIAN TRAFFIC.

SAFETY OF THE PEDESTRIAN AND WORKER THROUGHOUT DURATION OF THE CONSTRUCTION PROJECT IS THE HIGHEST PRIORITY. NEGLECT TO MAINTAIN TRAFFIC BY CONTRACTOR AS DESCRIBED WITHIN THE PLANS AND DOCUMENTS WILL BE CAUSE FOR SUSPENSION OF THE CONTRACT WORK UNTIL SUCH A TIME CITY ENGINEER DEEMS NECESSARY TO ASSURE CONTRACTOR HAS CORRECTED ANY MAINTENANCE OF TRAFFIC DEFICIENCY AS RELATES TO THE PROJECT.

AT START OF CONSTRUCTION THE TRAFFIC CONTROL SIGNS SHALL BE PLACED AND MAINTAINED BY CONTRACTOR. THEY SHALL BE IN PLACE AND PROPERTY MAINTAINED FOR THE DURATION OF THE PROJECT AND UNTIL SOD HAS BEEN INSTALLED AND PROJECT COMPLETED.

CONTRACTOR – VEGETATION INSTALLATION NOTES:

1. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL SPECIMEN, CANOPY TREES, SMALL TREES AND PALMS PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHALL CONFIRM ALL LANDSCAPE BED EDGES AND MATERIAL EXTENTS PRIOR TO BEGINNING INSTALLATION, LANDSCAPE ARCHITECT AND OWNER OR OWNER'S AGENT SHALL REVIEW AND APPROVE PRIOR TO INSTALLATION.
2. THE LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF LANDSCAPE MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
3. ALL GROUNDCOVER AND SHRUB MASSES ARE REPRESENTED AS AREAS ON PLANS, PLANT LAYOUT SHALL BE TRAINGULAR PLACEMENT WITH CONSISTENT SPACING PER PLANT SCHEDULE. PLANT MASSING IS INTENDED AS LEGIBLE BLOCKS, NOTIFY LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE OF ANY CONFLICTS. SAMPLE LAYOUT ON SITE IS REQUIRED PRIOR TO INSTALLATION OF ALL SHRUB AND GROUNDCOVER BED AREAS.
4. ALL LANDSCAPE PLANT MATERIAL SOURCED FOR THIS PROJECT SHALL BE 100% NATIVE VEGETATION. REFER TO CITY OF SANIBEL HORTICULTURALLY AVAILABLE NATIVE PLANT LIST. CONTRACTOR TO SUBMIT PHOTOS OF SOURCED PLANTS PRIOR TO PROCUREMENT FOR CLIENT/CLIENT AGENT APPROVAL.
5. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARD FOR NURSERY PLANTS, PART 1 AND PART II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES ON ALL TRANSPORTED MATERIALS SHALL ALSO MEET STATE STANDARDS.

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL, AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK. HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
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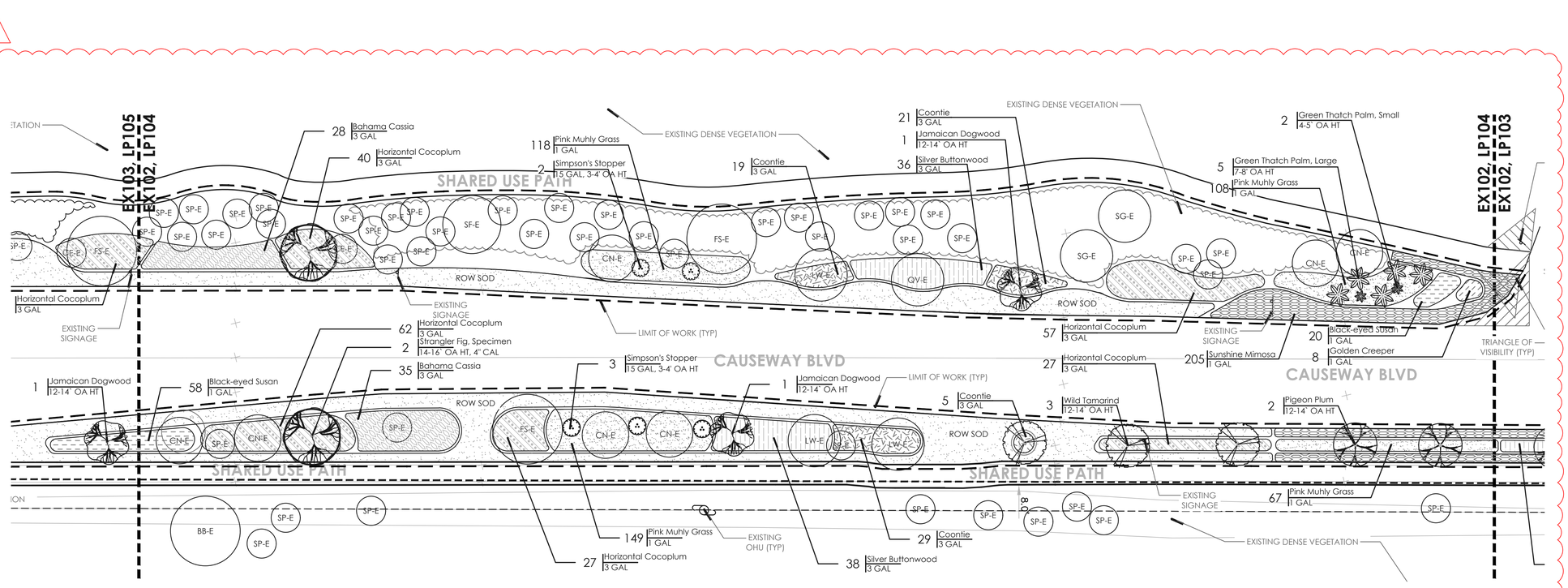

A LP104 PLAN

SCALE: 1" = 20'

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PROPOSED LANDSCAPE PLAN

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP104

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

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CONTRACTOR – IRRIGATION NOTES:

1. CONTRACTOR TO HAND WATER ROOT BALLS OF ALL TREES, SHRUBS, GROUNDCOVERS ONCE INSTALLED.
2. Plants shall be watered in at time of installation and for a period of 3x per week for 6 weeks unless adequate rainfall is fore-casted.
3. CONTRACTOR TO HAND WATER ALL RELOCATED VEGETATION THROUGH ESTABLISHMENT.
4. CONTRACTOR SHALL THOROUGHLY HAND WATER ANY LANDSCAPE MATERIALS STAGGED/STORED ON SITE DAILY.
5. WATERING DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR EXPENSE.
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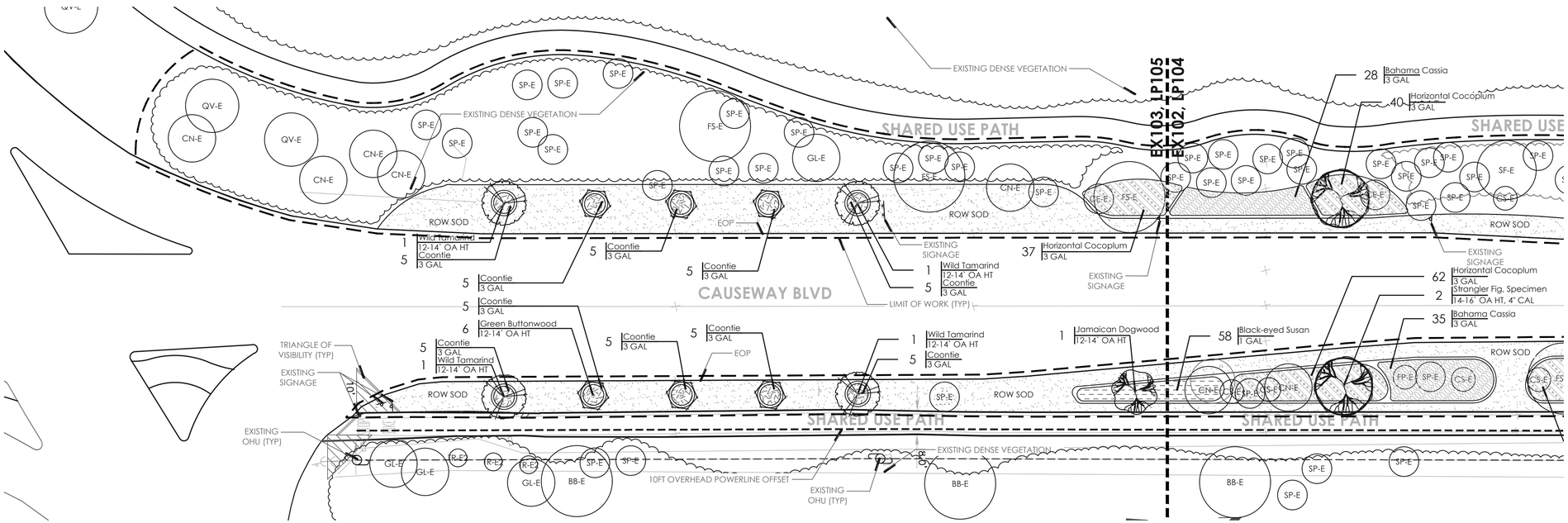
1



A PLAN
LP105 SCALE: 1" = 20'

3/6/2026 3:16 PM

CAUSEWAY BLVD

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PROPOSED LANDSCAPE PLAN

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Primary Issue Date: 12/18/2025
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Version	Notes	Date
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LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP105

1

FDACS COMMUNITY FORESTRY GRANT SCHEDULE

SYMBOL	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATION
TREES					
	5	BURSERA SIMARUBA	GUMBO LIMBO	12-14` OA HT	2" CAL, 4-5` SPRD
	7	BURSERA SIMARUBA	GUMBO LIMBO, SPECIMEN	14-16` OA HT, 4" CAL	5-6` SPD
	6	COCCOLOBA DIVERSIFOLIA	PIGEON PLUM	12-14` OA HT	2" CAL, 4-5` SPRD
	6	COCCOLOBA UVIFERA	SEA GRAPE	12-14` OA HT	2" CAL, 4-5` SPRD
	9	CONOCARPUS ERECTUS	GREEN BUTTONWOOD	12-14` OA HT	2" CAL, 5-6` SPRD
	3	FICUS AUREA	STRANGLER FIG, SPECIMEN	14-16` OA HT, 4" CAL	5-6` SPD
	11	LYSILOMA LATISILIQUUM	WILD TAMARIND	12-14` OA HT	2" CAL, 4-5` SPRD
	3	PISCIDIA PISCIPULA	JAMAICAN DOGWOOD	12-14` OA HT	2" CAL, 4-5` SPRD
SHRUBS					
	3	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD, MULTISTEM	6` OA HT, 15 GAL	AS SHOWN
	10	ERYTHRINA HERBACEA	CORALBEAN	7 GAL	AS SHOWN
	1	JACQUINIA KEYENSIS	JOEWOOD	15 GAL	SPECIMEN
	10	MYRCIANTHES FRAGRANS	SIMPSON'S STOPPER	15 GAL, 3-4` OA HT	MULTI
	10	PSEUDOPHOENIX SARGENTII	BUCCANEER PALM	5-6` OA HT	AS SHOWN
	7	SERENOA REPENS 'CINEREA'	SILVER SAW PALMETTO	25 GAL, 3'X3' FULL	AS SHOWN
	15	THRINAX MORRISII	SILVER THATCH PALM	7-8' OA HT	AS SHOWN
	5	THRINAX RADIATA	GREEN THATCH PALM, SMALL	4-5` OA HT	AS SHOWN
	15	THRINAX RADIATA	GREEN THATCH PALM, LARGE	7-8' OA HT	AS SHOWN
	4	VACHELLIA CHORIOPHYLLA	CINNECORD	15 GAL	AS SHOWN

PROPOSED VEGETATION SCHEDULE

	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPECIFICATION
SHRUB AREAS					
	63	CASSIA BAHAMENSIS	BAHAMA CASSIA	3 GAL	36" OC
	860	CHRYSOBALANUS ICACO 'HORIZONTALIS'	HORIZONTAL COCOPLUM	3 GAL	36" OC
	392	CONOCARPUS ERECTUS F. SERICEUS	SILVER BUTTONWOOD	3 GAL	36" OC
GROUND COVERS					
	55,806 SF	_PASPALUM NOTATUM	SOD - ROW	SOD	
	40	BORRICHIA FRUTESCENS	SEA OXEYE DAISY	1 GAL	24" OC
	360	ERAGROSTIS SPECTABILIS	PURPLE LOVEGRASS	1 GAL	24" OC
	259	ERNODEA LITTORALIS	GOLDEN CREEPER	1 GAL	18" OC
	140	HELIANTHUS DEBILIS	DUNE SUNFLOWER	1 GAL	24" OC
	975	MIMOSA STRIGILLOSA	SUNSHINE MIMOSA	1 GAL	24" OC
	1,419	MUHLENBERGIA CAPILLARIS	PINK MUHLY GRASS	1 GAL	24" OC
	280	RUDBECKIA HIRTA	BLACK-EYED SUSAN	1 GAL	24" OC
	180	SALVIA COCCINEA	RED SALVIA	1 GAL	18" OC
	80	SOLIDAGO SEMPERVIRENS	SEASIDE GOLDENROD	1 GAL	24" OC
	40	SPARTINA PATENS	SHORT SPARTINA	1 GAL	24" OC
	654	ZAMIA FLORIDANA	COONTIE	3 GAL	30" OC

2026-03-05 10:56

REFERENCE NOTES SCHEDULE

SYMBOL	CODE	DESCRIPTION	QTY	DETAIL
	2	MULCH	95,872 SF	

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IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES: TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

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VEGETATION SPECIFICATION NOTE

ALL SIZES ARE MINIMUM UNLESS OTHERWISE NOTED. IN THE CASE OF CODE REQUIRED MATERIAL, ALL SPECIFICATIONS ARE REQUIRED TO BE FULFILLED.

PLANT MATERIAL USED TO MEET THE REQUIREMENTS OF THIS DIVISION MUST MEET THE STANDARDS FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA. ROOT BALL SIZES ON ALL TRANSPLANTED PLANT MATERIALS MUST ALSO MEET STATE STANDARDS.

ALL TREES, PALMS, AND SHRUBS SPECIES SOURCED SHALL BE OF UNIFORM HEIGHT, SPREAD AND CALIPER FOR A CONSISTENT APPEARANCE. PALMS SHALL BE SINGLE TRUNK UNLESS SPECIFIED AS MULTI-STEM IN THE PLANT SCHEDULE. SHRUBS AND GRASS MATERIALS SHALL BE FULL-TO-EDGE OF CONTAINER.

CONTRACTOR RESPONSIBLE FOR ACCEPTING AND VERIFYING THAT PLANT MATERIAL MEETS ALL SPECIFICATIONS.

NOTES: PLANT SCHEDULE:

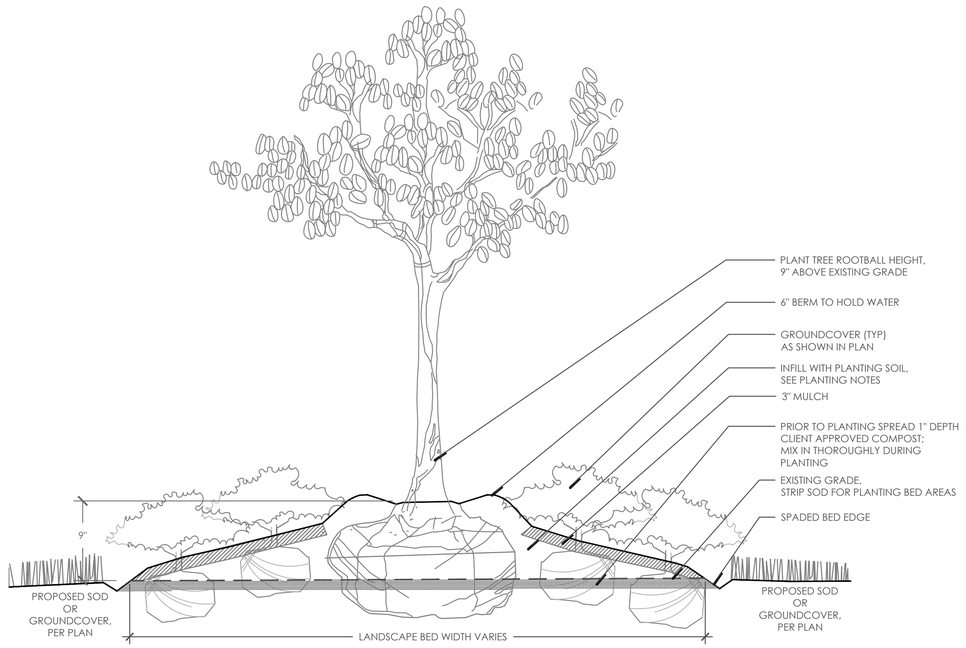
1. **ALL LISTED SIZES ARE MINIMUMS BY CATEGORY.** MINIMUM HEIGHTS AND TRUNK CALIPERS SUPERCEDE CONTAINER SIZES. CONTRACTOR TO UPSIZE CONTAINERS TO MEET SPECIFICATION.
2. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARDS FOR NURSERY PLANTS, PART I AND PART II, DEPARTMENT OR AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES AND CONTAINER MATERIALS ON ALL NEW MATERIALS SHALL ALSO MEET STATE STANDARDS.
3. ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES. ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCES AND CODE REQUIREMENTS.
4. CONTRACTOR SHALL ENSURE DRAINAGE AND PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ALL PLANTS LOST DUE TO INADEQUATE DRAINAGE CONDITIONS.
5. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY WHEN INSTALLED.
6. BALLED AND BURLAPPED OR ANY BASKETED MATERIAL SHALL HAVE THE TOP ONE HALF (1/2) OF THE BURLAP AROUND THE BASE OF THE TRUNK CUT AND PULLED BACK. DO NOT REMOVE BURLAP. ALL WIRE CAGES, TREE STRAPS, AND SURVEY TAPE ETC. MUST BE CUT AND REMOVED PRIOR TO INSTALLATION. ANY & ALL PLASTIC WRAPPING ROOT BALL OR AROUND STEMS/TRUNKS MUST BE REMOVED.
7. CONTRACTOR TO SUBMIT PHOTOS WITH DIMENSIONS OF ALL TREES AND ACCENT SHRUBS TO CLIENT / CLIENT REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO PROCUREMENT. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
8. LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PLANTING SPECIFICATIONS FOR COMPLETE LANDSCAPE PLANTING INSTRUCTIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
9. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED TO SUPPLEMENT IRRIGATION WATERING AND/OR RAINFALL. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.
10. THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. THE LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED DURING LANDSCAPE SITE PREPARATION AND INSTALLATION ACTIVITIES.
11. PROPER GUYING AND TREE STAKING PRACTICES REQUIRED. NO NAILS, SCREWS, WIRES ETC. , SHALL BE PERMITTED TO PENETRATE OUTER SURFACE OF TREES, PINES, OR PALMS. TREES, PINES, OR PALMS SUBJECTED TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
12. THE CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY TO A 3 INCH MINIMUM DEPTH WITH CLEAN, WEED FREE, CLASS A, MULCH, PINE STRAW, OR ROCK MULCH AS SPECIFIED IN THE PLANT LEGEND OR BID FORM. CONTRACTOR RESPONSIBLE FOR VERIFYING ROCK MULCH, WOOD MULCH AND PINE STRAW AREAS ON SITE PRIOR TO INSTALLATION. ALL ROCK MULCH AREAS SHALL HAVE FILTER FABRIC LAID PRIOR TO SPREADING OF ROCK.
13. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF ALL PLANTING AREAS (INCLUDING WATERING, SPRAYING, MULCHING, MOWING, FERTILIZING, ETC.) THROUGH THE COURSE OF THE PROJECT AND THROUGHOUT A 90 DAY ESTABLISHMENT PERIOD FOLLOWING NOTICE OF SUBSTANTIAL COMPLETION BY THE OWNER. THE PROJECT WILL NOT BE ACCEPTED OR DEEMED SUBSTANTIALLY COMPLETE BY ZONES OR PHASES (UNLESS OTHERWISE NOTED ON THE PLANS.)

CONTRACTOR – GENERAL NOTES:

1. EXISTING CONDITIONS INFORMATION IS A COMBINATION OF MULTIPLE SURVEYS PROVIDED BY CITY OF SANIBEL, AERIAL IMAGERY AND ON-SITE OBSERVATIONS. SURVEY INFORMATION DOES NOT INCLUDE UNDERGROUND AND ABOVE GROUND UTILITIES INCLUDING OVERHEAD POWER LINES, STORMWATER, SEWER, AND CABLE/FIBER LOCATIONS. EXISTING SIGNAGE LOCATIONS, STORM DRAIN GRATE LOCATIONS, AND OTHER UTILITIES NOTED ON PLANS WERE APPROXIMATED PER ON SITE OBSERVATIONS.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 OR (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
3. LANDSCAPE CONTRACTOR TO INFORM CITY OF SANIBEL PUBLIC WORKS AND OWNER/OWNER'S AGENT OF ANY SITE UTILITY CONFLICTS DURING SITE CLEANUP AND SITE PREPARATION OF PLANTING AREAS.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF VEGETATION IMPACT PLANS.
5. LANDSCAPE PLANS COVER VEGETATION REMOVAL, RELOCATION AND PROPOSED PLANTINGS ONLY. LANDSCAPE PLANS DO NOT REFLECT ADDITIONAL SITE WORK, HARDSCAPE LAYOUT, UTILITIES, DRAINAGE, GRADING, STORMWATER, ENVIRONMENTAL MITIGATION, AND WATERWARD INTERVENTIONS.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY FUTURE UNDERGROUND UTILITY WORK.
7. LANDSCAPE CONTRACTOR SHALL ENSURE A SAFE WORK ENVIRONMENT AT ALL TIMES FOR VEHICULAR, PEDESTRIAN AND WILDLIFE USERS. LANDSCAPE CONTRACTOR TO FOLLOW JURISDICTIONAL GUIDELINES (CITY OF SANIBEL, FDOT) FOR WORK IN RIGHT OF WAY - THIS SITE IS AN ACTIVE ROADWAY AND TRAFFIC FLOW SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT THE DRUATION OF THE PROJECT. THE SHARED USE PATH SHALL REMAIN OPEN FOR PEDESTRIAN AND BICYCLE ACTIVITY. SITE WORK THAT REQUIRES TEMPORARY USE OF THE SHARED USE PATH SHALL REQUIRE ORANGE CONSTRUCTION FENCE, CONES AND A DEDICATED FLAGGER TO RE-DIRECT PEDESTRIAN USERS. FENCING SHALL NOT CONSTRICT WILDLIFE MOBILITY.

CONTRACTOR – VEGETATION INSTALLATION NOTES:

1. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL SPECIMEN, CANOPY TREES, SMALL TREES AND PALMS PRIOR TO INSTALLATION. LANDSCAPE CONTRACTOR SHALL CONFIRM ALL LANDSCAPE BED EDGES AND MATERIAL EXTENTS PRIOR TO BEGINNING INSTALLATION. LANDSCAPE ARCHITECT AND OWNER OR OWNER'S AGENT SHALL REVIEW AND APPROVE PRIOR TO INSTALLATION.
2. THE LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF LANDSCAPE MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
3. ALL GROUNDCOVER AND SHRUB MASSES ARE REPRESENTED AS AREAS ON PLANS, PLANT LAYOUT SHALL BE TRAINGULAR PLACEMENT WITH CONSISTENT SPACING PER PLANT SCHEDULE. PLANT MASSING IS INTENDED AS LEGIBLE BLOCKS, NOTIFY LANDSCAPE ARCHITECT/OWNERS REPRESENTATIVE OF ANY CONFLICTS. SAMPLE LAYOUT ON SITE IS REQUIRED PRIOR TO INSTALLATION OF ALL SHRUB AND GROUNDCOVER BED AREAS.
4. ALL LANDSCAPE PLANT MATERIAL SOURCED FOR THIS PROJECT SHALL BE 100% NATIVE VEGETATION. REFER TO CITY OF SANIBEL HORTICULTURALLY AVAILABLE NATIVE PLANT LIST. CONTRACTOR TO SUBMIT PHOTOS OF SOURCED PLANTS PRIOR TO PROCUREMENT FOR CLIENT/CLIENT AGENT APPROVAL.
5. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARD FOR NURSERY PLANTS, PART 1 AND PART II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES ON ALL TRANSPORTED MATERIALS SHALL ALSO MEET STATE STANDARDS.
6. OPERATIONAL IRRIGATION WATER SUPPLY REQUIRED ON SITE PRIOR TO INSTALLATION OF CANOPY TREES AND NEW LANDSCAPE VEGETATION. CONTRACTOR SHALL COORDINATE WITH CITY PUBLIC WORKS FOR IRRIGATION SOURCE, SLEEVES AND LAYOUT.



A / LP106 TREE PLANTING DETAIL

N.T.S

COASTAL VISTA
2410 PALM RIDGE ROAD
SANIBEL ISLAND, FL 33957
TEL: 239-558-4610
INFO@COASTALVISTADESIGN.COM

CAUSEWAY BLVD

CAUSEWAY BLVD
SANIBEL, FL 33957

LANDSCAPE SCHEDULE & NOTES

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP106

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

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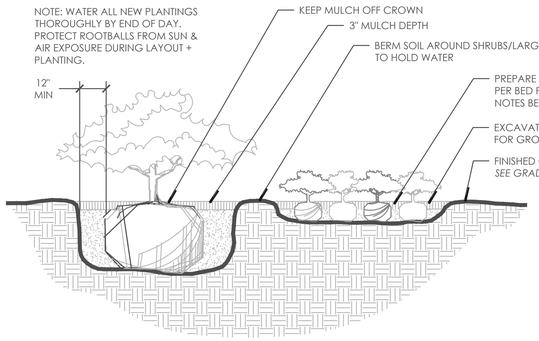
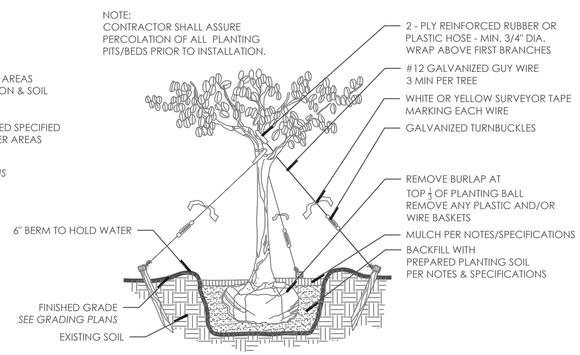
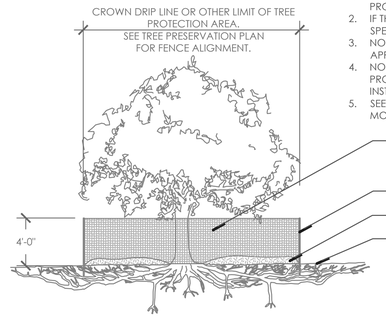


A LP107 — SHRUB & GROUND COVER INSTALLATION — N.T.S



B LP107 — LARGE TREE TYPICAL PLANTING DETAIL — N.T.S



NOTES:
1. SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
2. IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
3. NO PRUNING SHALL BE PERFORMED EXCEPT BY APPROVED ARBORIST.
4. NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING DURING FENCE INSTALLATION AND REMOVAL.
5. SEE SITE PREPARATION PLAN FOR ANY MODIFICATIONS WITH THE TREE PROTECTION AREA.

C LP107 — VEGETATION PROTECTION FENCE — N.T.S

Call Before You Dig

Call Sunshine State One Call , at 811 or 800-432-4770, two full days before digging in any easement, right-of-way or permitted use area.

IMPORTANT: OVERHEAD POWERLINES

NEW INSTALLED VEGETATION SHALL BE INSTALLED PER CITY OF SANIBEL CODE SEC.122-168 - PLANTING LIMITATIONS UNDER OVERHEAD POWERLINES; TREES OR SHRUBS THAT EXCEED 20' IN HEIGHT AT MATURITY SHALL NOT BE PLANTED WITHIN TEN FEET EITHER SIDE OF THE VERTICAL PLANE OF THE CENTERLINE OF EXISTING OVERHEAD POWER LINES.

IMPORTANT: UNDERGROUND UTILITIES

ALL VEGETATION TO BE INSTALLED SHALL AVOID ALL EXISTING AND PROPOSED UTILITIES. CONTRACTOR AND LANDSCAPE CONTRACTOR RESPONSIBLE FOR LOCATING AND MARKING ALL UTILITIES INCLUDING STORMWATER, CABLE AND SEWER UTILITIES.

IMPORTANT: CONTRACTOR

1. LANDSCAPE CONTRACTOR RESPONSIBLE FOR CALLING SUNSHINE 811 NO CUTS 811 or (800) 432-4770 PRIOR TO BEGINNING WORK. ALL MARKINGS MUST BE COMPLETE AND VISIBLE ON GROUND PRIOR TO ANY EXCAVATION WORK.
2. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING ALL QUANTITIES OF NATIVES TO BE PRESERVED ON SITE AND FOR VERIFYING THE QUANTITY AND EXTENT OF EXOTICS TO BE REMOVED FROM SITE PRIOR TO BIDDING ON OR BEGINNING SITE WORK.
3. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING LOCATION OF EXISTING NATIVE/ PROTECTED SPECIES ON SITE AND TAKING NECESSARY MEASURES TO PROTECT OR RELOCATE AND PRESERVE EXISTING NATIVES.
4. LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFYING SCALE AND ACCURACY OF EXISTING VEGETATION PLANS AND FOR NOTIFYING GENERAL CONTRACTOR, OWNER OR OWNER'S AGENT OF ANY CONFLICTS.
5. REFER TO ENGINEERING PLANS FOR DRAINAGE & SITE GRADING INFORMATION.
6. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY UNDERGROUND UTILITY WORK NOT DOCUMENTED IN ENGINEERING PLANS.
7. ALL SITE GRADING & DRAINAGE SHALL MEANDER AROUND EXISTING AND RELOCATED VEGETATION.
8. PLANTINGS WITHIN THE DETENTION AREA SHALL BE APPROPRIATE FOR PERIODS OF INUNDATION.
9. ALL EXISTING NATIVE VEGETATION ON SITE IS TO REMAIN IN EXISTING LOCATION UNLESS OTHERWISE SPECIFIED ON PLANS.
10. PLANT MATERIALS SHALL MEET THE STANDARD FOR FLORIDA NO. 1 OR BETTER, AS SET OUT IN GRADES AND STANDARD FOR NURSERY PLANTS, PART 1 AND PART II, DEPARTMENT OF AGRICULTURAL, STATE OF FLORIDA (AS AMENDED). ROOT BALL SIZES ON ALL TRANSPORTED MATERIALS SHALL ALSO MEET STATE STANDARDS.
11. ALL SIZES ARE MINIMUM TO ENSURE PLANT SIZES MEET CODE COMPLIANCE HEIGHTS, SPREAD AND CALIPER DIAMETER.

PERMIT NOTE:

PLANS REFLECT COMPLIANCE WITH CURRENT CITY OF SANIBEL LANDSCAPE DEVELOPMENT CODE. ANY MODIFICATIONS TO SPECIES/SIZES/QUANTITIES/PLACEMENT MAY CHANGE CODE REQUIREMENTS FOR COMPLIANCE. CONCEPT PLANS ARE NOT AUTHORIZED FOR PERMITTING OR CONSTRUCTION. ONLY PLANS MARKED AS APPROVED FOR PERMIT AND/OR CONSTRUCTION MAY BE SUBMITTED FOR PERMITTING OR USED AS BASIS FOR CONSTRUCTION. COASTAL VISTA DESIGN IS NOT RESPONSIBLE FOR ANY REGULATORY COMPLIANCE ISSUES OR CORRECTIONS TRIGGERED BY MODIFICATIONS TO PLANTING SHOWN IN APPROVED PERMIT/CONSTRUCTION PLANS. ANY OWNER OR CONTRACTOR CHANGES TO PLANTING SHOWN IN APPROVED PERMIT/CONSTRUCTION PLANS MAY TRIGGER A REQUIREMENT FOR ADDITIONAL LANDSCAPE ARCHITECTURAL SERVICES TO ACHIEVE REGULATORY COMPLIANCE.

WILDLIFE PROTECTION:

A WILDLIFE MANAGEMENT PLAN WAS NOT REQUIRED FOR THIS SITE. ALL PROTECTED WILDLIFE TO BE PRESERVED FOLLOWING STATE OF FLORIDA AND CITY OF SANIBEL GUIDELINES. PROTECTED WILDLIFE INCLUDES NESTING BIRDS, BALD EAGLES, OSPREY, GOPHER TORTOISES, AND SEA TURTLE NESTS. REPORT SIGHTINGS OF POTENTIAL WILDLIFE OR ACTIVE NESTS/DENS/BURROWS TO LANDSCAPE ARCHITECT.

MANGROVE PROTECTION:

ALL MANGROVES TO BE PROTECTED & MANAGED FOLLOWING STATE OF FLORIDA AND CITY OF SANIBEL GUIDELINES. MANGROVES ARE ONLY TO BE TRIMMED BY A LICENSED PROFESSIONAL WITH AN ACTIVE MANGROVE TRIMMING PERMIT FOR THE SITE.

GRADING/DRAINAGE:

REFER TO ENGINEERING PLANS FOR DRAINAGE & SITE GRADING INFORMATION. VEGETATION IMPACTS SHOWN DO NOT ACCOUNT FOR POSSIBLE FUTURE GRADING AND DRAINAGE IMPACTS ON SITE OR FOR ANY UNDERGROUND UTILITY WORK NOT DOCUMENTED IN ENGINEERING PLANS. ALL SITE GRADING & DRAINAGE SHALL MEANDER AROUND EXISTING AND RELOCATED VEGETATION. CHANGES TO SITE GRADING LAYOUT MAY AFFECT PLANT SELECTION. ALL PLANTING IN DETENTION AREAS TO BE SUITABLE FOR PERIODS OF INUNDATION.

INVASIVE EXOTIC REMOVAL:

1. REMOVAL OF ALL SANIBEL 8 INVASIVE EXOTICS AS PER CITY OF SANIBEL VEGETATION CODE, SEC. 122-123 OF THE SANIBEL, FL CODE OF ORDINANCES.
2. SITE IS REQUIRED TO BE FREE OF ALL SANIBEL 8 INVASIVE EXOTICS FOR FINAL INSPECTION. SITE SHALL BE MAINTAINED FREE OF SANIBEL 8 INVASIVE EXOTICS INDEFINITELY.
3. INVASIVE EXOTICS INCLUDE ALL BRAZILIAN PEPPER (*Schinus terebinthifolius),* ALL MELALEUCA (*Melaleuca quinquenervia),* EARLEAF ACACIA (*Acacia auriculiformis),* LEAD TREE (*Leucaena leucocephala),* JAVA PLUM (*Syzygium cumini),* AIR POTATO (*Dioscorea bulbifera),* EXOTIC INKBERRY (*Scaevola frutescens, Scaevola sericea)* AND MOTHER-IN-LAW'S TONGUE/BOWSTRING HEMP (*Sansefieria hyacinthoides*)

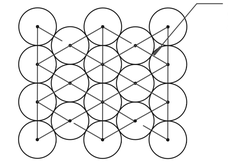
SEC. 122-191. - REMOVAL REQUIRED; AUTHORITY

BRAZILIAN PEPPER, MELALEUCA AND OTHER INVASIVE EXOTIC VEGETATION HAVE BEEN DETERMINED TO BE UNDESIRABLE SPECIES WHICH OUT-COMPETE OR OTHERWISE DISPLACE NATIVE VEGETATION. SECTION 38-1 PROHIBITS THE PLANTING OR TRANSPLANTING OF:

BRAZILIAN PEPPER (SCHINUS TEREBINTHIFOLIUS)
JAVA PLUM (SYZYGIUM CUMINI)
LEAD TREE (LEUCAENA LEUCOCEPHALA)
AIR POTATO (DIOSCOREA BULBIFERA
EARLEAF ACACIA (ACACIA AURICULIFORMIS)
EXOTIC INKBERRY (SCAEVOLA FRUCTESCENS OR S. SERICEA)
MOTHER-IN-LAWS TONGUE (SANSERVERIA HYACINTHIODES)

WITHIN THE BOUNDARIES OF THE CITY, SUBSECTION 82-382(12)E REQUIRES THAT THE VEGETATION PLAN SUBMITTED WITH A DEVELOPMENT PERMIT APPLICATION, EXCEPT FOR MINOR IMPROVEMENTS AS DEFINED IN CHAPTER 122, VEGETATION, IDENTIFY THE INVASIVE EXOTIC VEGETATION LOCATED ON THE PARCEL PROPOSED FOR DEVELOPMENT AND INCLUDE A PLAN FOR THE REMOVAL OF THE ABOVE LISTED EXOTICS.

NOTES:
1. CONTRACTOR SHALL ASSURE FREE DRAINAGE/PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION.
2. PLANT MATERIAL SHALL BE PLANTED 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOT BALL.
3. WHEN GROUNDCOVERS AND SHRUBS USED IN MASSES, ENTIRE BED TO BE EXCAVATED TO RECEIVE PLANTING SOIL AND PLANT MATERIAL - EXCEPT WHERE SPECIFIED.



D LP107 — TRIANGLE PLANT SPACING DETAIL — N.T.S

INSTALLATION NOTES

INVASIVE EXOTIC REMOVAL

1. LANDSCAPE CONTRACTOR TO FOLLOW ALL JURISDICTIONAL (STATE, MUNICIPAL, HOA) REQUIREMENTS FOR REMOVAL OF INVASIVE EXOTIC VEGETATION ON SITE.
2. IT IS REQUIRED TO REMOVE AND PROHIBITED TO PLANT ALL CATEGORY I INVASIVE EXOTICS AS LISTED BY THE FLORIDA INVASIVE SPECIES COUNCIL.
3. ALL PROHIBITED EXOTIC INVASIVE PLANTS SHALL BE REMOVED DURING EACH PHASE OF CONSTRUCTION FROM ALL AREAS OF WORK.
4. HERBICIDES UTILIZED IN THE REMOVAL OF PROHIBITED EXOTIC VEGETATION SHALL HAVE BEEN APPROVED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY. IT IS REQUIRED THAT APPLICATOR SHALL FOLLOW MANUFACTURER'S RECOMMENDATION FOR APPLICATION, INCLUDING SPECIFIED SAFETY GEAR FOR APPLICATOR. APPLICATOR TO FOLLOW ALL JURISDICTIONAL REQUIREMENTS REGARDING USE OF PESTICIDES AND HERBICIDES, PARTICULARLY ADJACENT TO BODIES OF WATER.
5. ANY PERSON WHO SUPERVISES UP TO EIGHT (8) PEOPLE IN THE APPLICATION OF PESTICIDES AND HERBICIDES IN THE CHEMICAL MAINTENANCE OF EXOTIC VEGETATION IN PRESERVES, REQUIRED RETAINED NATIVE VEGETATION AREAS, WETLANDS, OR LSPA SHALL MAINTAIN THE FLORIDA DEPT. OF AGRICULTURE AND CONSUMER SERVICES CERTIFICATIONS FOR NATURAL AREAS PESTICIDE APPLICATORS OR AQUATIC HERBICIDE APPLICATORS DEPENDENT UPON THE SPECIFIC AREA TO BE TREATED.
6. WHEN PROHIBITED EXOTIC VEGETATION IS REMOVED, BUT THE BASE OF THE VEGETATION REMAINS, THE BASE SHALL BE TREATED WITH AN U.S. ENVIRONMENTAL PROTECTION AGENCY APPROVED HERBICIDE AND A VISUAL TRACER DYE SHALL BE APPLIED.
7. HERBICIDE TREATMENT SHALL NOT OCCUR ON WINDY DAYS. AVOID DRIFT OR IMPACT. AVOID APPLYING HERBICIDES WITHIN 25 FEET OF GREEN BUTTONWOOD (CONOCARPUS ERECTUS) AND SILVER BUTTONWOOD (CONOCARPUS ERECTUS SERICEUS).
6. EXCESS HERBICIDE SHALL BE REMOVED FROM SITE. NO DUMPING OF EXCESS HERBICIDE OR PESTICIDE ON SITE PERMITTED.
7. FOLLOWING PROJECT CLOSEOUT, A MAINTENANCE PROGRAM SHALL BE IMPLEMENTED TO PREVENT REINVASION OF THE SITE BY PROHIBITED INVASIVE EXOTIC SPECIES.

VEGETATION RELOCATION

1. LANDSCAPE CONTRACTOR TO FOLLOW ALL JURISDICTIONAL (STATE, MUNICIPAL, HOA) PERMITTING REQUIREMENTS FOR RELOCATION OR REMOVAL OF ANY NATIVE/PROTECTED VEGETATION ON SITE.
2. ALL VEGETATION TO BE RELOCATED ON SITE SHALL BE MARKED WITH COLORED ENGINEER TAPE TO BE DISTINGUISHED FROM OTHER NON-TRANSPLANTED VEGETATION. TAPE MUST REMAIN ON THE TRANSPLANTED VEGETATION UNTIL THE TREES ARE TRANSPLANTED TO FINAL SITE LOCATIONS AND INSPECTION IS COMPLETED BY JURISDICTIONAL AND CLIENT REPRESENTATIVES. LANDSCAPE CONTRACTOR TO PROVIDE A QUANTIFIED LIST OF ALL RELOCATED VEGETATION TO CLIENT REPRESENTATIVE.
3. ANY NATIVES SHOWN TO REMAIN IN PLACE, BUT DETERMINED TO BE IMPACTED BY SITE CONSTRUCTION ACTIVITIES SHALL BE RELOCATED TO THE VEGETATION RECEPTOR AREA.
4. RELOCATION TECHNIQUES SHALL FOLLOW STANDARD HORTICULTURAL PROCEDURE BY SPECIES. LARGE TREES SHALL BE REDUCED BY NO MORE THAN 1/3, PRESERVING THE STRUCTURE AND FORM OF THE TREE. SMALL TREES AND SHRUBS SHALL BE PRUNED BY NO MORE THAN 1/2. HERBACEOUS PLANTS SHALL BE PRUNED BY NO MORE THAN 1/2.
5. RELOCATION WILL BE ORGANIZED TO CREATE THE MINIMUM EXPOSURE OF ROOTS TO AIR/SUNLIGHT. ROOTBALLS WILL BE PROTECTED AND NOT ALLOWED TO DRY OUT. NO MORE WILL BE DISTURBED THAN CAN BE REPLANTED APPROPRIATELY WITHIN THE DAY.
6. A VEGETATION RECEPTOR AREA IS REQUIRED FOR RELOCATED NATIVE VEGETATION. THE RECEPTOR AREA MUST BE PROTECTED BY ORANGE CONSTRUCTION FENCE AND BY SILT FENCE.
7. TEMPORARY IRRIGATION IN VEGETATION RECEPTOR AREA IS REQUIRED FOR A MINIMUM OF 60 DAYS FOR ESTABLISHMENT OF RELOCATED VEGETATION.
8. CONTRACTOR TO VERIFY ESTABLISHMENT OF RELOCATED PLANTS PRIOR TO PROJECT CLOSEOUT. RELOCATED VEGETATION NO LONGER ALIVE AT CLOSEOUT OF PROJECT TO BE MITIGATED PER JURISDICTIONAL (STATE, MUNICIPAL, HOA) REQUIREMENTS. LANDSCAPE CONTRACTOR TO VERIFY PROPOSED MITIGATION WITH CLIENT REPRESENTATIVE PRIOR TO INSTALLATION.

SOD INSTALLATION:

1. ALL SOD SHALL BE 100% SOLID SOD, 99% FREE OF NOXIOUS WEEDS, WITH A 2" THICKNESS OF ROOTS CAPABLE OF HOLDING SAND. SOD SHALL BE FRESHLY-CUT WITHIN TWENTY-FOUR (24) HOURS OF LAYING, LAID WITH TIGHTLY-BUTTED JOINTS, AND ROLLED. HAND RAKING SHALL BE DONE AS NECESSARY TO ENSURE PROPER EVEN GRADES AND CLEAR SURFACES FOR SOD.
2. ALL SOD SHALL BE MEASURED ON THE BASIS OF SQUARE FOOTAGE. CONTRACTOR SHALL BE RESPONSIBLE FOR COVERAGE OF THE SQUARE FOOTAGE SHOWN ON PLANS, THEREFORE, SHRINKAGE OF MATERIALS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

BED PREPARATION AND SOIL MIX:

THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC., ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS. PRIOR TO COMMENCEMENT OF THE LANDSCAPE PLANTING WORK, THE CONTRACTOR SHALL PROVIDE COMPLETE SOIL TESTS FOR THE INSTALLATION AREA.

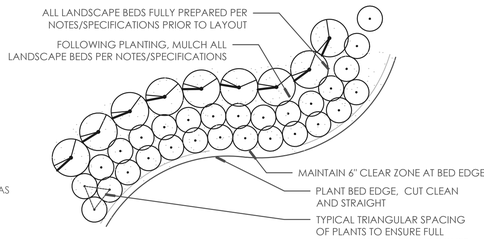
1. APPLY ROUNDUP OR APPROVED HERBICIDE EQUAL ACCORDING TO MANUFACTURER'S RATE AND SPECIFICATION WITHIN LIMITS OF ALL AREAS TO BE PLANTED. PROTECT EXISTING PLANTS TO REMAIN FROM OVER SPRAY OR SPRAY WITHIN ROOT ZONE. NO GLYSOPHATE/ROUNDUP APPLICATION WITHIN 10 FT OF GREEN OR SILVER BUTTONWOOD (CONOCARPUS ERECTUS). CONTRACTOR TO ENSURE TOTAL WEED ERADICATION.
2. BEFORE ADDING SOIL AMENDMENT MIX, RAKE SUBSOIL SURFACE CLEAR OF STONES (1 INCH DIAMETER AND LARGER), DEBRIS, RUBBISH, DELETERIOUS MATERIALS AND ALL REMAINING CONSTRUCTION DEBRIS TO A DEPTH OF 6". CONTAMINATED SOILS SHALL BE REMOVED AND REPLACED TO THEIR FULL DEPTHS AND EXTENTS. ESTABLISH OR REESTABLISH ROUGH GRADES INSURING POSITIVE FLOWS AND AESTHETIC LANDFORM SHAPES SHOWN IN THE GRADING PLANS.
3. SCARIFY SUBSOIL TO A DEPTH OF 3 INCHES ONCE ROUGH GRADE HAS BEEN ESTABLISHED. CONTRACTOR TO APPLY AN APPROVED PRE-EMERGENT HERBICIDE IN ACCORDANCE WITH MANUFACTURER'S RATE AND SPECIFICATIONS.
4. ANY ADDITIONAL TOPSOIL BROUGHT TO THE SITE SHALL BE NATURAL, FERTILE, AGRICULTURAL SOIL CAPABLE OF SUSTAINING VIGOROUS PLANT GROWTH. IT SHALL BE OF UNIFORM COMPOSITION THROUGHOUT, WITH ADMIXTURE OF SUBSOIL. IT SHALL BE FREE OF STONES, LUMPS, LIVE PLANTS AND THEIR ROOTS, STICKS, CLAY, SILTS AND OTHER EXTRANEOUS MATTER. REMOVE ALL ROCKS AND OTHER OBJECTS OVER 1 INCH IN DIAMETER. TOPSOIL SHALL NOT BE EXTREMELY ACIDIC OR ALKALINE, NOR CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. THE PH SHALL BE CORRECTED PRIOR TO DELIVERY IN THE RANGE OF 6.5 TO 7.5, OR AS APPROVED BY LANDSCAPE ARCHITECT. IF NECESSARY AFTER PLACEMENT THE CONTRACTOR SHALL APPLY APPROPRIATE APPROVED SOIL ADDITIVES ADJUSTING SOIL PH TO ENSURE A PH RANGE OF 6.5 TO 7.5.
6. ADD 1" OF PLANTING SOIL AMENDMENT MIX IN ALL TREE, SHRUB, GROUNDCOVER, AND SOD PLANTING AREAS. PLANTING SOIL AMENDMENT MIX SHALL CONSIST OF A THOROUGHLY BLENDED MIXTURE OF:
   50% CLEAN D.O.T. SAND - FOLLOW FLORIDA D.O.T. SPECIFICATIONS
   50% APPROVED COMPOST - A STABLE, HUMUS-LIKE MATERIAL PRODUCED FROM THE AEROBIC DECOMPOSITION AND CURING OF LEAF YARD WASTE, COMPOSTED FOR A MINIMUM OF ONE YEAR (12 MONTHS), FREE OF DEBRIS, STONES LARGER THAN 1/2", LARGER BRANCHES AND ROOTS AND WOOD CHIPS OVER 1" IN LENGTH OR DIAMETER. THE COMPOST SHALL BE A DARK BROWN TO BLACK COLOR AND BE CAPABLE OF SUPPORTING PLANT GROWTH WITH APPROPRIATE MANAGEMENT PRACTICES IN CONJUNCTION WITH ADDITION OF FERTILIZER AND OTHER AMENDMENTS AS APPLICABLE. WITH NO VISIBLE FREE WATER OR DUST, WITH NO UNPLEASANT ODOR.
7. PLANTING SOIL AMENDMENT MIX SHALL CONSIST OF A BLEND OF SAND AND COMPOST/ORGANIC MATERIAL. THE QUALITY OF THE BLEND DEPENDS ON THE QUALITY OF THE ORIGINAL COMPONENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND OBTAINING APPROVAL OF SOURCES OF NATURAL TOPSOIL, UNIFORM SAND, AND COMPOST/ORGANIC MATERIAL THAT MEET THE SPECIFICATION REQUIREMENTS. THE CONTRACTOR SHALL THEN BE RESPONSIBLE FOR MIXING THE COMPONENTS. APPROXIMATE MIXING RATIOS ARE PROVIDED, BUT MAY REQUIRE ADJUSTMENT, DEPENDING ON THE FINAL MATERIALS AND WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT AND TESTING LABORATORY. IN ORDER TO MEET SPECIFICATION REQUIREMENTS FOR EACH BLEND. PLANTING SOIL AMENDMENT MIX SHALL BE FREE OF DELETERIOUS MATERIALS THAT WOULD BE HARMFUL TO PLANT GROWTH, SHALL BE FREE OF NEMATODES, SHALL BE OF UNIFORM QUALITY AND SHALL HAVE A PH VALUE BETWEEN 6.5 AND 7.5 (AS DETERMINED IN ACCORDANCE WITH ASTM E70). PEAT SHALL BE STERILIZED TO MAKE FREE OF ALL VIABLE NUT GRASS AND OTHER UNDESIRABLE WEEDS.
8. SMOOTH ALL PREPARED SOIL MIXES TO WITHIN 4 INCHES BELOW TOP OF SURROUNDING PAVEMENT EDGES, FINISH GRADE ALL PREPARED TOPSOIL AREAS TO A SMOOTH, EVEN SURFACE ENSURING A MINIMUM 3% POSITIVE DRAINAGE AWAY FROM STRUCTURES AND ELIMINATE ANY LOW AREAS WHICH MAY COLLECT WATER.

PLANTING LAYOUT

1. LANDSCAPE CONTRACTOR SHALL FIELD STAKE THE LOCATION OF ALL TREES, PALMS, SPECIMEN PLANT LOCATIONS, CODE REQUIRED BUFFERS AND GENERAL PLANT MATERIAL PRIOR TO BEGINNING INSTALLATION. LANDSCAPE ARCHITECT SHALL REVIEW AND APPROVE PRIOR TO INSTALLATION.
2. THE LANDSCAPE CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO ALL EXISTING UNDERGROUND UTILITIES AND/OR EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
3. SHRUB AND GROUND COVER PLANTINGS ARE SHOWN AS MASS PLANTING BEDS. PLANTS SHALL BE PLACED ON A TRIANGULAR SPACING CONFIGURATION (STAGGERED SPACING). REFER TO THE PLANT LIST FOR ON CENTER PLANT SPACING (O.C.)
4. PROVIDE A MINIMUM VERTICAL CLEARANCE ON ALL TREES OF 8.5' ABOVE SIDEWALKS/CART PATHS.
5. PROVIDE A MINIMUM HORIZONTAL OFFSET DISTANCE OF 2.5' FROM THE BACK OF CURB TO THE FUTURE MAXIMUM TRUNK DIAMETER OF PLANTED TREES.
6. NO NEW PLANTINGS SHALL BE INSTALLED WITHIN 24" OF BUILDING FOUNDATIONS.
7. ALL SHRUB BEDLINE AREA DEFINITIONS TO BE REVIEWED IN THE FIELD WITH THE LANDSCAPE ARCHITECT. UNAPPROVED BEDLINES WILL BE REJECTED. IT IS THE RESPONSIBILITY OF THE LANDSCAPE CONTRACTOR TO REMEDY ALL DAMAGES AND MODIFICATIONS REQUIRED TO CORRECT THE AREAS.

PLANTING:

1. ALL PLANT MATERIAL SHALL BE INSTALLED IN A SOUND, WORKMANLIKE MANNER AND ACCORDING TO ACCEPTED GOOD PLANTING PROCEDURES. ALL ELEMENTS OF LANDSCAPING SHALL BE INSTALLED SO AS TO MEET ALL APPLICABLE ORDINANCES AND CODE REQUIREMENTS.
2. CONTRACTOR SHALL ENSURE DRAINAGE AND PERCOLATION OF ALL PLANTING PITS PRIOR TO INSTALLATION OF PLANT MATERIAL. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ALL PLANTS LOST DUE TO INADEQUATE DRAINAGE CONDITIONS.
3. TREES GROWN IN GROW BAGS OR GROW BAG TYPE MATERIAL MUST HAVE THE GROW BAG REMOVED ENTIRELY WHEN INSTALLED.
4. BALLED AND BURLAPPED OR ANY BASKETED MATERIAL SHALL HAVE THE TOP ONE HALF (1/2) OF THE BURLAP AROUND THE BASE OF THE TRUNK CUT AND PULLED BACK. DO NOT REMOVE BURLAP. ALL WIRE CAGES, TREE STRAPS, AND SURVEY TAPE ETC. MUST BE CUT AND REMOVED PRIOR TO INSTALLATION. ANY & ALL PLASTIC WRAPPING ROOT BALL OR AROUND STEMS/TRUNKS MUST BE REMOVED.
5. CONTRACTOR TO REPLACE REJECTED PLANT MATERIAL WITHIN ONE WEEK (5 BUSINESS DAYS) OF NOTICE.
6. LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PLANTING SPECIFICATIONS FOR COMPLETE LANDSCAPE PLANTING INSTRUCTIONS. NOTIFY LANDSCAPE ARCHITECT OF ANY AND ALL DISCREPANCIES PRIOR TO CONSTRUCTION OR INSTALLATION.
7. THE LANDSCAPE CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND THE PROJECT MANUAL AND/OR SPECIFICATIONS FOR FURTHER AND COMPLETE LANDSCAPE PLANTING INSTRUCTIONS.
8. THE LANDSCAPE CONTRACTOR SHALL COORDINATE ALL PLANTING WORK WITH IRRIGATION CONTRACTOR. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL HAND WATERING AS REQUIRED TO SUPPLEMENT IRRIGATION WATERING AND/OR RAINFALL. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR HAND WATERING IN ALL PLANTING AREAS, REGARDLESS OF THE STATUS OF EXISTING OR PROPOSED IRRIGATION.
9. THE LANDSCAPE CONTRACTOR SHALL RE-GRADE ALL AREAS DISTURBED BY PLANT REMOVAL, RELOCATION, AND/OR INSTALLATION WORK. THE LANDSCAPE CONTRACTOR SHALL REPLACE (BY EQUAL SIZE AND QUALITY) ANY AND ALL EXISTING PLANT MATERIAL DISTURBED OR DAMAGED DURING LANDSCAPE SITE PREPARATION AND INSTALLATION ACTIVITIES.
10. PROPER GUYING AND TREE STAKING PRACTICES REQUIRED. NO NAILS, SCREWS, WIRES ETC. , SHALL BE PERMITTED TO PENETRATE OUTER SURFACE OF TREES, PINES, OR PALMS. TREES, PINES, OR PALMS SUBJECTED TO THIS PRACTICE SHALL BE REPLACED AT THE CONTRACTORS EXPENSE.
11. THE CONTRACTOR SHALL MULCH ALL NEW PLANT MATERIAL THROUGHOUT AND COMPLETELY TO A 3 INCH MINIMUM DEPTH WITH CLEAN, WEED FREE, CLASS A, MULCH, PINE STRAW, OR ROCK MULCH AS SPECIFIED IN THE PLANT LEGEND OR BID FORM. CONTRACTOR RESPONSIBLE FOR VERIFYING ROCK MULCH, WOOD MULCH AND PINE STRAW AREAS ON SITE PRIOR TO INSTALLATION. ALL ROCK MULCH AREAS SHALL HAVE FILTER FABRIC LAID PRIOR TO SPREADING OF ROCK.
12. THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE MAINTENANCE OF ALL PLANTING AREAS (INCLUDING WATERING, SPRAYING, MULCHING, MOWING, FERTILIZING, ETC.) THROUGH THE COURSE OF THE PROJECT AND THROUGHOUT A 90 DAY ESTABLISHMENT PERIOD FOLLOWING NOTICE OF SUBSTANTIAL COMPLETION BY THE OWNER. THE PROJECT WILL NOT BE ACCEPTED OR DEEMED SUBSTANTIALLY COMPLETE BY ZONES OR PHASES (UNLESS OTHERWISE NOTED ON THE PLANS.)



E LP107 — TYPICAL PLANT BED DETAIL — N.T.S

COASTAL VISTA
2410 PALM RIDGE ROAD
SANIBEL ISLAND, FL 33957
TEL: 239-558-4610
INFO@COASTALVISTADESIGN.COM

CAUSEWAY BLVD
CAUSEWAY BLVD
SANIBEL, FL 33957

LANDSCAPE DETAILS & NOTES

Primary Issue Date: 12/18/2025
PLAN REVISIONS:

Version	Notes	Date
1	Rev. per client	03/06/2026

LEIGH A. GEVELINGER, P.L.A.
FL LICENSE NO. LA 6667171

PROJECT #: 25-031

SHEET: LP107

FOR DESIGN REVIEW AND PERMIT SUBMITTAL ONLY. NOT FOR CONSTRUCTION.

25-031_CVD_CAUSEWAY_SHEET_FILE.dwg

3/6/2026 3:17 PM

City of Sanibel

ADDENDUM NO. 1
April 22, 2025

RE: Causeway Boulevard Planting Project (ITB-NR-2-2026/BS) Proposal due date: May 07, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Is there any irrigation scope for ITB-NR-2-2026/BS Causeway Blvd. Planting Project? Per Irrigation Notes on plans, it appears there is existing irrigation. Are we responsible for restoration of existing irrigation? If restoration is to be included under what Bid Item do we include?

Response No. 1: There is no existing irrigation. Edits for the Irrigation Notes were not copied over to all pages. Please refer to the irrigation notes on Sheet LP105 for the correct information and guidance. Screenshot of notes included below.

CONTRACTOR – IRRIGATION NOTES:

1. CONTRACTOR TO HAND WATER ROOT BALLS OF ALL TREES, SHRUBS, GROUNDCOVERS ONCE INSTALLED.
2. Plants shall be watered in at time of installation and for a period of 3x per week for 6 weeks unless adequate rainfall is fore-casted.
3. CONTRACTOR TO HAND WATER ALL RELOCATED VEGETATION THROUGH ESTABLISHMENT.
4. CONTRACTOR SHALL THOROUGHLY HAND WATER ANY LANDSCAPE MATERIALS STAGGED/STORED ON SITE DAILY.
5. WATERING DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR EXPENSE.
6. ANY PLANT MATERIAL DAMAGED THROUGH LACK OF PROPER WATERING DURING CONSTRUCTION SHALL BE REPLACED AT CONTRACTOR EXPENSE.
7.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-NR-2-2026/BS remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City of Sanibel

ADDENDUM NO. 2
April 29, 2026

RE: Causeway Boulevard Planting Project (ITB-NR-2-2026/BS) Proposal due date: May 07, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Page 8/68, 1.19(A) requires us to be responsible for any relocating of utilities, including costs, if required to complete our SOW. We are not agreeable to this.. was this meant to be included?

Response No. 1: This was standard language from the Landscape Architect that developed the plans. Our intent is to not impact any utilities and leave everything in place. If anything, we would adjust the plant locations to avoid utilities.

Question No. 2: Page 8/68, 1.19(B) requires us to provide power for our installation. We generally rely on the Owner/GC to provide this. Since there is no irrigation how is this appliable in this situation?

Response No.2: There were a few notes that did not get revised on all pages. We do not intend to install permanent or temporary irrigation at this location. The irrigation line item should be for: “Plants to be watered in at time of installation and for a period of 3x per week for 6 weeks unless adequate rainfall is forecasted.”

Question No.3: Page 26/68, Contractor’s Certificate, 38/68, 2.3.08, and 46/68, 2.5.12 are all requiring a 12-month warranty. – Is this correct? There is no irrigation system.

Response No.3: Yes, we are looking for a warranty on these plants. The project consists of all native plants. Typically, once established, they do not require additional irrigation. There have been many successful native plantings projects on Sanibel that did not require permanent irrigation. However, we understand that there is always some plant loss, so we would be looking at a 90% success rate for the plants.

Question No.4: Liquidated damages are listed on Page 46/68, # 2.5.13. Is this appliable in this situation? And what is the actual dollar amount? Included information is contradictory.

Response No.4: Yes, this is appliable. The damage would be $100.00 per day if the agreed upon deadline is not met.

Question No.5: Page 50/68, 2.6.14(2) has final payment as Net 61 ? – Is this negotiable. We are net 30.

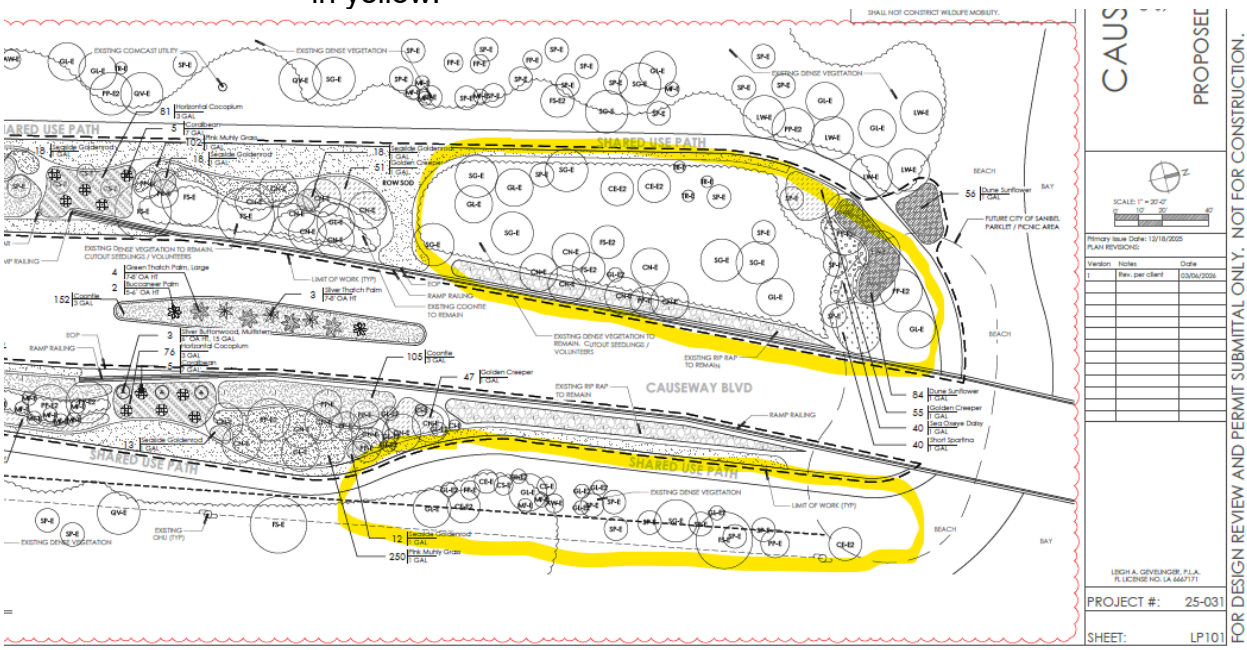
Response No.5: No, this is standard language for all our contracts. This is set for 61 days as a max, if invoiced properly it should be paid earlier.

Question No.6: If roof pruning on trees to be located, will we have enough time to get the root pruning completed prior to the time for the trees to be relocated?

Response No.6: The project is to be completed in 120 days of award. If root pruning takes up to 60 days then there would be an additional 60 days for relocation and plant install to occur.

Question No.7: What is the location of the trees to be relocated? I did not find the locations on the plans.

Response No.7: See screenshot of Sheet LP101 below. Transplant receptor site highlighted in yellow.



Question No.8: On page LP101 on the lower corner of the page, the plan has Seaside Goldenrod indicated without any quantity indicated.

Response No.8: If you mean the lower left corner, there is a quantity of 1 next to Seaside Goldenrod that is obscured by some of the lines on the plans.

Questions No.9: Mulch areas on the bid submittal is 60,374 versus 95,872 on the schedule on LP 107. Which is correct?

Response No.9: The correct quantity is 60,374 SF.

Question No.10: I would assume that to be awarded this contract you how have to have your Vegetation Competency Card? It is City property.

Response No.10: No, a Vegetation Competency Card is not required. In recent years, the State of Florida preempted local governments from implementing local licenses, so we can no longer require vegetation contractors to obtain a Competency Card. It is voluntary only.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-NR-2-2026/BS remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

AGENDA MEMORANDUM *Natural Resources Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Dana Dettmar, Environmental Biologist
Holly Milbrandt, Natural Resources Director

Date: May 15, 2026

SUBJECT: Recommendation of Award – ITB-NR-1-2026/BS; Sanibel Slough Hydraulic Dredging Project

BACKGROUND: The Florida Department of Environmental Protection (FDEP) and the Environmental Protection Agency (EPA) awarded grant funding to the City of Sanibel to complete dredging in the eastern most portion (Beach Road to Elinor Way) of the Sanibel Slough in effort to improve stormwater capacity within the system as well as improve water quality to meet nutrient reduction targets in accordance with the State's Total Maximum Daily Load (TMDL) assigned to the Slough. The City has received $1,00,000.00 in funding from the FDEP through grant agreement LPA0679 for design, engineering, project management, and construction and an additional $1,000,000.00 in funding from the EPA through grant agreement CG-06D02126-0 for construction only. This dredging project was identified in the draft 2018 Stormwater Master Plan Update.

An advertisement for bids was placed in the April 6, 2026 edition of the Fort Myers News-Press and posted on the City's online bid solicitation service, DemandStar. Bid opening was conducted by City Staff on May 7, 2026 at 2:30PM in the presence of Procurement Manager Brett Schira, Environmental Biologist Joel Coauette, and Environmental Biologist Dana Dettmar. The City received five bids as shown in the attached Bid Tabulation and the bids remain valid for 60 days.

APEX Engineering (formerly Johnson Engineering) reviewed the bids and provided an analysis, which is included as an attachment. Four out of five bidding firms were deemed responsive based on the completeness of their proposals, clarity of submission, relevant project experience, and alignment with the project scope.

Energy Resources, Inc. was the lowest responsive bidder ($970,000.00). The City's Engineer of Record, Jordan Varble (APEX), for the project contacted references that were provided and the contractor was described as reliable and recommended them for similar work. Staff

recommends that City Council award the contract to Energy Resources, Inc. for the Sanibel Slough Hydraulic Dredging Project.

FUNDING SOURCE:

	Funding Source		
	FDEP	**EPA**	**TOTAL**
Grant Award	$1,000,000.00	$1,000,000.00	
Task			
Pre-Construction	$200,049.00	$0.00	$200,049.00
Construction Oversight	$65,550.00	$0.00	$65,550.00
Construction	$734,401.00	$235,599.00	$970,000.00
TOTAL	$1,000,000.00	$235,599.00	$1,235,599.00

RECOMMENDED ACTION: Motion to approve a contract with Energy Resources, Inc. in the amount of $970,000.00 for the Sanibel Slough Hydraulic Dredging Project and authorize the City Manager to execute the contract.

CONTRACT

THIS CONTRACT, made this _____day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and ENERGY RESOURCES, INC a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for "Sanibel Slough Dredging Project" dated April 6, 2026, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
   C. CONTRACTOR'S Proposal in response to ITB-NR-1-2026/BS
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   "Sanibel Slough Canal Dredging Project" as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 14 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than 120 days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$970,000.00** said amount being the total "**unit price sum/ lump sum price"** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: ENERGY RESOURCES, INC.

By_____

Name_____

Title _____

Email _____

Approved as to form

_____

City Attorney

CITY OF SANIBEL
BID RESULTS

Sanibel Slough Hydraulic Dredging Project

May 7, 2026 at 2:30 p.m.

No.	Name	Bid Included			Addendums
1	Continental	1,932,550.00			
2	Energy Resources	970,000.00			
3	Bayside Dredging	1,254,150.00			
4	Seg* Shoreline	1,684,200.00			
5	Bluterra	904,155.00			
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CITY OF SANIBEL
SIGN-IN SHEET: BID OPENING
May 7, 2026 at 2:30 p.m.

Sanibel Slough Hydraulic Dredging Project

No.	Name	Organization	Telephone
1	David Pelich	CHC	9413437382
2	~~DANA DETTMAR~~	CITY OF SANIBEL	2392405383
3	Joel Cauvette	City of Sanibel	239 267 4726
4	BrettSchirra	City of Sanibel	239.472.3700
5			
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May 15, 2026

City of Sanibel
Natural Resources Department
800 Dunlop Road
Sanibel, Florida 33957

RE: Design Entity Letter of Recommended Award
Sanibel Slough Hydraulic Dredging Project (ITB-NR-2026/BS)

Dear Staff:

The bid opening for the hydraulic dredging project of the Sanibel Slough took place on May 7, 2026. Five bid responses were received by the City of Sanibel who provided the bid tabulation results to Johnson Engineering, LLC. The bid results are listed in the table below and are listed in order from lowest to highest bid total. One bid received was deemed unresponsive, as discussed later, and is not included in the table below. We performed an evaluation of the bids submitted, with our results contained herein.

	BIDDER	TOTAL BID AMOUNT
1.	Energy Resources, Inc.	$970,000.00
2.	Bayside Dredging, LLC	$1,308,700.00
3.	Continental Heavy Civil Corp.	$1,932,550.00
4.	Sea & Shoreline, LLC	$1,979,200.00

Based on the bid quotes provided, Energy Resources, Inc., submitted the lowest bid at $970,000.00, which is 41% below the engineer's construction estimate of $1,629,390.00 and 32% below the average of all bids received.

We performed a bid analysis which included a review for mathematical errors and anomalies. No mathematical errors were found with the bid tabulations. BlueTerra, LLC submitted a bid at $965,155.00; however, per section TS-3 (Measurement and Payment) in the Specifications, "The Contractor's Mobilization and Demobilization price shall be limited to a maximum of ten percent (10.0%) of Contractor's Total Bid Price." Their mobilization and demobilization price was 20.7% of the total bid price, which is double the allowable percentage. Therefore, BlueTerra, LLC, is deemed an unresponsive bidder and their selection is therefore not recommended. The mobilization prices from all other bidders was less than the ten percent limit.

Reference Research

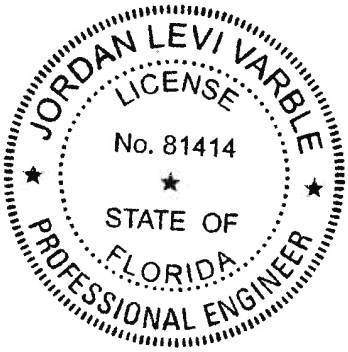
Energy Resources, Inc., holds an active Certified General Contractor license (License No. CGC1530094) in the State of Florida, which is current and valid until August 31, 2026. Their

business registration with the Florida Department of State (Sunbiz) is also active. Furthermore, we reached out to previous clients provided by Energy Resources, Inc. We were able to speak with Jeff Devine from the West Coast Inland Navigation District (WCIND) who had favorable reviews about their work.

Recommendation

Subject to concurrence with the City of Sanibel's Natural Resources Department, and contingent upon Energy Resources, Inc., furnishing the appropriate bonding and other required insurances, we believe their selection by the City of Sanibel for the bid in the amount of $970,000.00 is the appropriate choice for the intended work outlined in the bid documents.

Please do not hesitate to contact me if you have any questions or require additional information.



This item has been digitally signed and sealed by Jordan L. Varble, P.E., on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2026.05.15 08:36:37-04'00'

Sincerely,
JOHNSON ENGINEERING, LLC

Jordan L. Varble, P.E.

File: 20214111-009

PROPOSAL

CITY OF SANIBEL, FLORIDA

Sanibel Slough Hydraulic Dredging Project

ITB-NR-1-2026/BS

TO: CITY OF SANIBEL
Natural Resources Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel and Johnson Engineering, LLC, for the **Sanibel Slough Dredging Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

Nine hundred seventy thousand Dollars ($ 970,000.00)
(written)

Note: Items 1 - 5 Six hundred sixty-eight thousand, eight hundred sixty Dollars ($668,860.00)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **ONE HUNDRED TWENTY (120)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. 1-5 is hereby acknowledged.

Respectfully submitted,

Energy Resources, Inc.
Contractor

(Individual___), (Partnership___) or (Corporation ✓)

(SEAL)

Signed _____

Name (print) Paul Reinhardt

Title Vice President / Owner

Address 2206 Samuel Stuart Ct.

City / State Chesterfield, MO 63005

Telephone 636-484-4206

Fax _____

Email paul@er-dredging.com

DATE:

May 4, 2026

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BOND # **ERI5-7-26**

KNOW ALL MEN BY THESE PRESENTS, that we

ENERGY RESOURCES, INC.

2206 Samuel Stuart Court, Chesterfield, MO 63005

(Here insert full name ,and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

Fidelity And Deposit Company Of Maryland

1299 Zurich Way 5th Floor, Schaumburg, IL 60196

a corporation duly organized under the laws of the State of **IL** as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Sanibel

800 Dunlop Road, Sanibel, FL 33957

(Here insert full name ,and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent of Amount Bid**----------Dollars 5.00%), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

1TB-NR-1-2026/BS: Sanibel Slough Hydraulic Dredging Project

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **7th** day of **May, 2026.**

(Witness) Paul Reinhardt

ENERGY RESOURCES, INC.
(Principal) (Seal)

(Title) VP

ENERGY RESOURCES, INC CORPORATE SEAL JUNE 6, 1989 MISSOURI

(Witness) Susan Jones

Fidelity And Deposit Company Of Maryland
(Surety) (Seal)

Charles R. McQuiggan, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006
WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Charles R. MCQUIGGAN, Ralph L. MCQUIGGAN, Steve G. MCQUIGGAN, and Holly V. JOHNSON, all of Edwardsville, Illinois,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 5th day of June, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 5th day of June, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

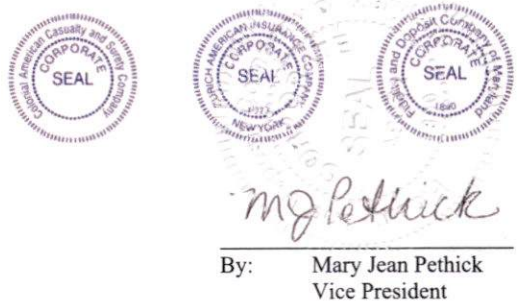
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of May 2026.



By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

State of *Illinois*
County of *Madison*

On this 7th day of May, 2026, before me, Holly Vanessa Johnson, a Notary Public within and for the above-mentioned county, personally appeared ***Charles R. McQuiggan,*** to me personally known, who being by me duly sworn he is an **Attorney-In-Fact** of:

American Contractors Indemnity Company
American States Insurance Company
Contractors Bonding and Insurance Company
FCCI Insurance Company
Fidelity and Deposit Company of Maryland
Hudson Insurance Group
International Fidelity Insurance Company
Granite Re, Inc.
Hudson Insurance Company
Harco National Insurance Company
Lexon Insurance Company
Merchants Bonding Company (Mutual)
Nationwide Mutual Insurance Company
Old Republic Surety Company
Philadelphia Indemnity Insurance Company
SureTec Insurance Company
Markel Insurance Company
RLI Insurance Company
Selective Insurance Company of America
The Ohio Casualty Insurance Company
Travelers Casualty and Surety Company of America
US Specialty Insurance Company
United Casualty and Surety Insurance Company
Western Surety Company
Western National Mutual Insurance Company

the corporation named in the foregoing instrument, and that the seal affixed to the said instrument is the corporate seal of the said corporation, and that the said instrument was signed and sealed on behalf of the said corporation by authority of its Board of Directors, and the said ***Charles R. McQuiggan***, acknowledged the said instrument to be the free act and deed of the said corporation.

Official Seal

Holly Vanessa Johnson
Notary Public, State of Illinois
Commission No. 1002415
My Commission Expires **January 10, 2029**

By: *Holly Vanessa Johnson*
Notary Public

OFFICIAL SEAL
HOLLY VANESSA JOHNSON
Notary Public, State of Illinois
Commission No. 1002415
My Commission Expires
January 10, 2029

Assurance Brokers, LTD
Construction • Commercial • Auto
Home • Life • Health

95 N. Research Dr.
Suite 100
Edwardsville, IL
62025
Tel: 800.556.2663
Fax: 618.692.9865

2236 Mason Ln
Ballwin, Mo
63021
Tel: 888.868.6560
Fax: 314.821.5779

April 27, 2026

RE: Energy Resources, Inc.

To Whom It May Concern:

Energy Resources, Inc. located in Chesterfield, MO is presently bonded with Fidelity and Deposit Company of Maryland, PO Box 1227, Baltimore, MD 21203, is a Best Rated "A", T-listed Surety.

I am writing this letter to verify that Energy Resources, Inc. is capable of obtaining bonding from the surety company in the amount of $2,000,000 should they be awarded a final bond.

Energy Resources, Inc. is capable of obtaining bonding from the surety company should they desire to bid. Fidelity and Deposit Company of Maryland will bond Energy Resources, Inc. up to the amounts of $4,000,000 (single job) and $8,000,000 (aggregate), subject to Fidelity and Deposit Company of Maryland's underwriting criteria. Energy Resources, Inc. has been bonded by Fidelity and Deposit Company of Maryland since July, 2002.

If Energy Resources, Inc. is successful bidder and awarded a contract, Fidelity and Deposit Company of Maryland will provide a 100% Performance and Payment Bond for the full amount of the contract provided the contract is acceptable to the surety company and the contractor has met all underwriting requirements.

Sincerely,

Steve G. McQuiggan
Attorney-in-Fact
Fidelity and Deposit Company
of Maryland

Policyholder Rating: "A"
Financial Rating: "XV"

ENERGY RESOURCES, INC

2206 Samuel Stuart Ct
Chesterfield, MO 63005-6810
Office (636) 532 9558
Fax (636) 532 5611
www.er-dredging.com

Sanibel Slough Hydraulic Dredging Project (ITB-NR-1-2026/BS)
ENERGY RESOURCES, INC. EXPERIENCE ON SIMILAR PROJECTS

Project	Year	Description
Naples Lakes	2025	Hydraulic Dredge to Cyclones. Geo-tubes, Dumpsters
Highland Lake (Dallas, TX.)	2024	Hydraulic Dredge to Geo-tubes
Mo American Water (Eureka WWTP)	2023	Hydraulic Dredge to Gro-tubes
Lake Brendan (Sarasota County)	2022	Hydraulic Dredge to Geo-tubes
Consolidated Grain Weber, (Ark)	2020	Hydraulic Dredge to Geo-tubes
Consolidated Gr. Wagonner, Ark	2020	Hydraulic Dredge to Geo-tubes
Fort Leonard Wood (WTP, MO.)	2020	Hydraulic Dredge to Geo=tubes
City of Ballwin Golf Course (MO.)	2019	Hydraulic Dredge to Geo-tubes
City of Addison, TX Vitruvian Lake	2019	Hydraulic Dredge To Geo-tubes
Fort Leonard Wood, MO. Big Basin	2018	Hydraulic Dredge To Geo-tubes
Fort Leonard Wood, MO. Eng. Lake	2018	Hydraulic Dredge To Geo-tubes
Manchester, CT. Center Springs	2018	Hydraulic Dredge to Cyclones and Geo-tubes
MO American Water Joplin WTP	2017	Hydraulic Dredge to Geo-tubes
New Port Richie, FL., Orange Lake	2017	Hydraulic Dredge to Cyclones and Geo-tubes
City of Sarasota, 12th Street Marina	2017	Hydraulic Dredge to Cyclones and Geo-tubes
City Of Melbourne, Fl. Horse Creek	2016	Hydraulic Dredge to Cyclones and Geo-tubes
City of Mena, Ak (WWTP)	2016	Hydraulic Dredge to Geo-tubes
City Of Naples, Lake Manor	2016	Hydraulic Dredge to Cyclones and Geo-tubes
MO. American Water Joplin WTP	2015	Hydraulic Dredge To Geo-tubes
Fort Leonard Wood (WTP, MO)	2015	Hydraulic Dredge to Geo-tubes
City of Glasgow, MO. (WWTP)	2014	Hydraulic Dredge to Geo-tubes
WCIND, Sarasota, FL. Phillippi Creek	2006	Hydraulic Dredge to Cyclones and Geo-tubes

Please reference letter from surety showing Energy Resources, Inc. has sufficient capital.

ENERGY RESOURCES, INC.
PROPERTY AND EQUIPMENT LIST 12-30-25

Description	Value	Location
Dredges:		
1998 10" Swinging Ladder Barricuda (Nate) *(Merrill Survey 9/22)* (+$87,000)*	$ 430,000	G
1985 10" DSC Shark Dredge (Darlene) **	$ 275,000	G
1997 8" Moray (Lindsay***) *(Merrill Survey 9/22)*(+$121,000)	$ 321,000	G
Boats / Barges		
2003 3 Sectional Barges with spuds	$ 36,000	B
2001 24' Monterey Deck Boat w trailer	$ 17,000	G
Crew boats (2), Fuel boat	$ 14,000	G.N
Pumps		
8x8 GIW Pump with Cat 3116 Engine	$ 50,000	G
10 x 10 x 30 Metso Pump	$ 15,000	G
2", 3" pumps, Generators, Power Washers	$ 10,000	G,N
Polymer Feed Pumps (1)	$ 2,000	N
4" Pump	$ 4,000	B
Support Equipment		
Feeder Hopper Woolley Fabricating 10 CY 2022 new 25hp Kubota Diesel	$ 85,000	B
Krebs Hydro-Stack (4 cyclones on 2 stands)	$ 70,000	G,B
1977 Grove 50 ton Truck Crane	$ 67,000	G
Vibrating Screen deck with sump	$ 32,000	B
6/18 McElroy Fusion Unit Purchased 2023	$ 30,000	B
4/12 McElroy Fusion Unit (Rebuilt 2012)	$ 15,000	G
Tacheuchi TL8 Skidsteer 2022	$ 54,000	N
Tacheuchi TL150 Skidsteer	$ 10,000	G
Komatsu 2016 PC170LC Trackhoe	$ 135,000	N
Wacker ST31 Skidsteer (2022)	$ 50,000	G
JD 450 Dozer (2021)	$ 80,000	G
Lucille JD Engine with Gearbox	$ 5,000	G
Pipeline		
20,000 ft. of 8" HDPE SDR 17 Pipe (132,620 lbs)		
2600 ft. of 10" HDPE SDR 26 Pipe (15,028 lbs)		
1000 ft. of 10" HDPE SDR 17 Pipe (8,650 lbs)		
600' ft. of 10" HDPE SDR 11 Pipe (7,752 lbs)		
16,500 ft. of 12" HDPE SDR 17 Pipe (206,805 lbs)**		
1500 ft. of 14" HDPE SDR 11 Pipe (32.865 lbs)		
Total weight HDPR Pipe = 403,720 lbs		
New Price/lb.$1.80/lb.Used $1.00/lb.		
403,720 lbs @ $1.00lb =	$ 404,000	G,B
Other Equipment		
2023 Ford F150 (4x4) Hybrid	$ 65,000	G
2020 Ford F150 (4x4)	$ 37.000	E
2017 Dodge 2500 Diesel Truck (4x4)	$ 32,000	E
2006 Dodge 2500 Diesel Truck (4x4)	$ 10,000	G
2016 Dodge 1500 Diesel Truck (4x4)	$ 32,000	G
2018 Dodge 2500 DieselTruck (4x4)	$ 35,000	E
2019 Dodge 2500 DieselTruck (4x4)	$ 44,000	E
2020 Dodge 1500 (4x4)	$ 33,000	E
2013 32' Trailerman Trailer	$ 8,000	B
1-Utility Trailers	$ 1,000	G
2 – 2003 Trimble Hydropro GPS Positioning Sys. (1@$20,000, 1@$10,000)	$ 20,000	M
Karavan Trailer 2022	$ 2,000	G
Ten 20 CY Modified Dumpsterswith Screens and Discharge portals (2024)	$ 140,000	G
2020 Honda Side by Side 2021	$ 12,000	G
2002 Honda ATV	$ 2,000	C
Welder	$ 3,000	G
Misc Tools	$ 5,000	G
Radios	$ 1,000	G
Office Equipment	$ 9,000	C
Property		
9436 N Hwy 5, Camdenton, MO. 50x30 Building and 4.4 acres	$ 200,000	G
Total	**$ 2,900,000**	

City Fiscal Year runs from October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024

Base Bid – Sanibel Slough Dredging Project					
Bid Item	**Description**	**Unit**	**Est. Quantity**	**Unit Price**	**Total Price**
1	Mobilization and Demobilization	LS	1	$90,000.00	$90,000.00
2	Erosion, Sediment, & Turbidity Controls	LS	1	$43,000.00	$43,000.00
3	Dredging to -6 ft NAVD 88	CY	5,455	$68.00	$370,940.00
4	Material Handling, Transportation, and Disposal Off Island	CY	5,455	$24.00	$130,920.00
5	Work Site Restoration	LS	1	$34,000.00	$34,000.00
6	Dead vegetation removal and man-made hurricane debris removal	LS	1	$276,140.00	$276,140.00
7	Live mangrove Trimming alterations, i.e., removal, destruction, and defoliation, are not authorized.	LS	1	$25,000.00	$25,000.00
Base Bid - Total for bid items 1 through 5 used for low bidder award (enter this amount on proposal page 1, P-1)=					$668,860.00

Base Bid - Total bid items 1 through 7 = **$970,000.00**

CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals will be received at the Office of Natural Resources, City of Sanibel, Florida, at City Hall, 800 Dunlop Road, Sanibel, until **May 7, 2026 at 2:30 pm** and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of the following:

SANIBEL SLOUGH DREDGING PROJECT

This project is located within Sanibel Island's interior wetlands. **The work consists of hydraulic dredging of the section of the Sanibel Slough extending from Elinor Way to Beach Road.**

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (100%) of the contract price.

No bidder may withdraw their proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than sixty (60) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

https://www.mysanibel.com/297/City-Bids

Holly Milbrandt
Director of Natural Resources

AFFIDAVIT
REQUESTED PUBLISH
ONE TIME April 6, 2026
Fort Myers News-Press

CITY OF SANIBEL

SPECIFICATIONS FOR
Sanibel Slough Hydraulic Dredging Project

ITB-NR-1-2026/BS

April 6, 2026

Natural Resources Department -
800 Dunlop Road, Sanibel, FL 33957
(239)472-3700

BIDS DUE BY: **MAY 7, 2026 at 2:30 pm**

MANDATORY PRE-BID CONFERENCE: **April 17th at 10:00 am in-person or virtual**

NO QUESTIONS WILL BE ACCEPTED AFTER: APRIL 27, 2026. All questions must be submitted in writing to dana.dettmar@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

TABLE OF CONTENTS

GENERAL SPECIFICATIONS

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Information to Bidders	IB-1
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Specimen Form of Contract Performance Bond	CF-3
Specimen Form of Periodic Estimate for Partial Payment	CF-6
Specimen Form of Contractor's Certificate	CF-9

GENERAL CONDITIONS

Contract Documents	GC-1
Owners-Contractor-Engineer Relations	GC-3
Materials, Equipment & Workmanship	GC-8
Insurance, Legal Responsibility & Safety	GC-11
Progress and Completion of Work	GC-16
Payments to Contractor	GC-19
Control of the Work	GC-23

SPECIAL PROVISIONS SP-1 (3 pages)

TECHNICAL SPECIFICATIONS TS-1 (4 pages)

APPENDICES

Appendix A –FDEP ERP Permit and Turbidity Control and Monitoring Plan	31 Pages
Appendix B – Army Corps of Engineers Permit	23 Pages
Appendix C – FDEP Grant Agreement LPA0679	32 Pages
Appendix D – Construction Plans	11 Pages

CITY OF SANIBEL, FLORIDA

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https://www.mysanibel.com/297/City-Bids

_____
Holly Milbrandt
Director of Natural Resources

AFFIDAVIT
REQUESTED PUBLISH
ONE TIME April 6, 2026
Fort Myers News-Press

INFORMATION FOR BIDDERS

1.01 SCOPE

A. The contract work provides for the **Sanibel Slough Dredging Project** and other related items pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

B. The work included in this contract is described briefly as follows: **The work consists of hydraulic dredging of a section of the Sanibel Slough from Elinor Way to Beach Road within the interior wetlands of Sanibel Island.**

C. There is a pre-bid conference for this project.

D. Project award is anticipated for the June 2, 2026 City Council meeting and the contractor shall be prepared to begin construction within two (2) to three (3) weeks following award**.**

1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS

A. Work to be performed shall be in accordance with drawings and specifications prepared by the City of Sanibel and Johnson Engineering, LLC.

1.03 BIDDER TO EXAMINE SITE

A. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully informed themself because of their failure to have so informed themself prior to the bidding.

B. For portions of project site located on private property, bidders shall request prior authorization from City's project manager to access these portions.

1.04 INFORMATION NOT GUARANTEED

A. All information given relating to borings, material encountered, and groundwater is from the reports of the boring CONTRACTOR. Such information is furnished only for the information and convenience of the bidders. It is understood and agreed that the OWNER does not warrant or guarantee as to the accuracy or completeness of such information. Each bidder must satisfy themself regarding the character, quantities, and conditions of the various materials and work to be done.

B. It is further understood and agreed that the bidder or the CONTRACTOR will not use any information made available to themself or obtained by any examination made by them in any manner as a basis or ground of claim or demand of any nature against the OWNER

arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the OWNER or the Engineer.

B. To receive consideration, such questions shall be submitted in writing to the OWNER by no later than **APRIL 27, 2026.** If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the selected CONTRACTOR for incorporation into the work.

C. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with their decision regarding each. Addenda will be posted by **April 30 2026.** It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Euna OpenBids online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Proposal document page (P-2).

D. Unless such action shall have been taken by the CONTRACTOR and approval obtained, they agree to use the product or method designated or described in the specifications or as amended by these addenda.

1.06 PROPOSAL FORM

A. All bids must be submitted upon the Proposal Form which will be furnished by the OWNER. The Proposal Form shall be completely executed and shall give the price bid for each item of work proposed, both in words and figures, and shall be signed by the bidder.

B. In the event of a discrepancy between the prices written in words and prices written in figures, the prices written in words shall govern.

C. The successful bidder shall be prepared to complete the work within **ONE HUNDRED TWENTY (120)** Calendar days.

1.07 LETTER FROM SURETY

A. The CONTRACTOR shall submit with their executed bid proposal a letter or statement

from their surety company that it will execute and deliver a one hundred percent (100%) Performance and Payment Bond.

1.08 AWARD OF CONTRACT

A. Lump Sum Proposals - The award of Contract shall be made to the low, responsive and responsible bidder on the lump sum proposals submitted for the work. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

B. Unit Price Proposals

(1) The award of the Contract will be made to the lowest responsible bidder on the total bid price given on the Proposal Form, page P-1. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

(2) The quantities listed in the unit price proposal form are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities, as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in the unit price Contract, will be made to the CONTRACTOR for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price bid. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

(3) When prices are requested on "Alternate" items, the alternate item price will not be considered in determination of the low bidder.

(4) The City reserves the right to accept or reject any or all bids and to waive any formal irregularities in the bids, when deemed to be in the best interest of the City.

1.09 BID SECURITY

A. Each bid shall be accompanied by a cashier's check made payable to the OWNER or an acceptable bidder's bond in an amount of not less than five percent (5%) of the total bid price. The checks will be returned to all except the three lowest formal bidders within three days after the date of opening the bids. Any checks remaining with the OWNER shall be returned upon execution of a contract.

1.10 COMPARISON OF BIDS

A. Bids will be compared on the basis of the lump sum bid or the sum of unit price extensions

plus the sum determined in evaluating the time of completion stated by the bidders in their proposals if the OWNER desires to make such evaluation. The net sum thus obtained shall be used to determine the order of bidding.

B. The sum to be used for evaluation of the time of completion stated by the bidder, if used, shall be only for comparison of bids. It shall be the product of $300.00 and the number of calendar days named by the bidder.

1.11 EXPERIENCE AND ABILITY OF CONTRACTOR

A. It is the intent of the OWNER not to award the Contract to any bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the proposal. CONTRACTOR shall have a minimum of **THREE (3)** years' experience with similar projects.

1.12 EXECUTION OF CONTRACT

A. The successful bidder to whom the Contract is awarded shall be required to execute **three (3)** copies of the Construction Contract and **three (3)** copies of the Performance and Payment Bond.

1.13 FORFEITURE OF BID SECURITY

A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish satisfactory bonds within TEN (10) days after the OWNER has notified them that the Contract is ready for execution, the OWNER may determine that the bidder abandoned the Contract, and thereupon the proposal and acceptance shall be null and void; and the security accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such failure and neglect, and to indemnify the OWNER for any loss which may be sustained by failure of the bidder to execute the Contract. After the execution of the Contract and the acceptance of the bonds by the OWNER, the bid securities which have been retained by the OWNER shall be returned to the respective bidders.

1.14 UNAVAILABILITY OF MATERIALS

A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the CONTRACTOR is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the CONTRACTOR shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

B. No consideration will be given to the use of substitutes on account of market conditions

unless the CONTRACTOR demonstrates that for the item in question, CONTRACTOR placed their order and submitted shop drawings without delay, that CONTRACTOR has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

C. If substitutes are used in the work, the compensation to be paid to the CONTRACTOR shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the CONTRACTOR shall allow a credit to the OWNER; only "under unusual circumstances shall there be an increase in" compensation to the CONTRACTOR on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

1.15 DELETED

1.16 NONDISCRIMINATION IN EMPLOYMENT

A. Contracts for work under this proposal may obligate the CONTRACTOR and sub-contractors not to discriminate in employment practices.

B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

1.17 RIGHT-OF-ACCESS

A. The CONTRACTOR agrees that a representative of the OWNER or Engineer will have access to the work wherever it is in preparation of progress and that the CONTRACTOR will provide facilities for such access and inspection.

1.18 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

A. The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

1.19 UTILITIES

A. All existing utility systems which conflict with the construction of the work herein shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the CONTRACTOR, and the work shall be done by the Utility unless the Utility approves in writing that the work may be done by the CONTRACTOR.

B. The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the construction of this Contract during its entire progress. CONTRACTOR shall provide and pay for all temporary wiring, switches, connections and meters.

1.20 EASEMENTS

A. The OWNER will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the OWNER before the work or construction shall begin. If the methods of construction employed by the CONTRACTOR are such as to require the use of land beyond the limits obtained, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

B. In all such easement rights-of-way, the CONTRACTOR shall be required to carefully remove the Owner's fences, or other obstacles to the construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.

C. Mangrove Impacts - CONTRACTOR to avoid impacts to existing mangroves and utilize hydraulic dredging techniques. The CONTRACTOR shall be required to mitigate for any unauthorized mangrove impacts that result in mangrove alteration.

D. The cost of all such restoration of property and/or mangrove mitigation shall be the responsibility of the CONTRACTOR and no additional payment will be allowed for this work.

1.21 OPERATIONS WITHIN RIGHT-OF-WAY

A. In public thoroughfares, all operations of the CONTRACTOR, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the CONTRACTOR are such as to require the use of land beyond the public thoroughfares, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

1.22 PUBLIC RECORDS

A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

(1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

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

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

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

B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK 800
DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

1.23 DELETED

1.24 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all

employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

PROPOSAL

CITY OF SANIBEL, FLORIDA

Sanibel Slough Hydraulic Dredging Project

ITB-NR-1-2026/BS

TO: CITY OF SANIBEL
Natural Resources Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel and Johnson Engineering, LLC, for the **Sanibel Slough Dredging Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is:

_____Dollars ($_____)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **ONE HUNDRED TWENTY (120)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. ____ is hereby acknowledged.

Respectfully submitted,

_____
Contractor

(Individual___), (Partnership___) or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Title _____

Address _____

City / State _____

Telephone _____

Fax _____

Email _____

DATE:

_____

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

City Fiscal Year runs October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024

Base Bid – Sanibel Slough Dredging Project					
Bid Item	**Description**	**Unit**	**Est. Quantity**	**Unit Price**	**Total Price**
1	Mobilization and Demobilization	LS	1		
2	Erosion, Sediment, & Turbidity Controls	LS	1		
3	Dredging to -6 ft NAVD 88	CY	5,455		
4	Material Handling, Transportation, and Disposal Off Island	CY	5,455		
5	Work Site Restoration	LS	1		
Base Bid - Total for bid items 1 through 5 used for low bidder award (enter this amount on proposal page 1, P-1)=					

City of Sanibel
Required Bid Items

Sanibel Slough Dredging Project

ITB-NR-0-2026/BS

No.	Name	Page Reference
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete proposal on form provided	Sheet A-1 Sheets P1 & P2
3	Include Certified Check or Bid Bond 5% or more of total bid price	Sheet A-1 and IB-3
4	Acknowledge issued addenda on page 2 of Proposal Form	Sheet IB-2, P2, GC-1
5	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Sheet IB-2
6	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 3-years of experience	Sheet IB-4
7	Complete Bid Schedule	Sheet P-3

SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this _____day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

    A. Specifications for “Sanibel Slough Dredging Project” dated April 6, 2026, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
    B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
    C. CONTRACTOR’S Proposal in response to ITB-NR-1-2026
    D. This CONTRACT
    E. Performance and Payment Bond
    F. Notice of Award
    G. Notice to Proceed
    H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

    “Sanibel Slough Canal Dredging Project” as described in the CONTRACT DOCUMENTS (the “WORK”)

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 14 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than 120 days, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$**_____said amount being the total “**unit price sum/ lump sum price”** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: _____

By_____

Name_____

Title _____

Email _____

Approved as to form

_____

City Attorney

SPECIMEN FORM OF CONTRACT
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE

_____
(Name of Contractor)

_____
(Address of Contractor)

A _____, as principal,
and (Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

a Corporation, as Surety, are bound to

_____
(Name of Owner)

_____
(Address of Owner)

herein called Owner, in the sum of _____

_____Dollars, ($_____)

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, **"Year"** between Principal and Owner for construction of:

   _____

   _____

   _____

   _____

   the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, **"Year"**.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By_____

_____

_____

_____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____

ATTEST:

_____
Surety

_____ By_____
(Surety) Secretary Attorney-in-Fact

(SEAL)

_____
(Address)

_____ _____
(Witness as to Surety)

_____ _____
(Address)

_____

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT: _____ OWNER: _____

ENGINEER: _____ CONTRACTOR: _____

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

A. Original contract amount (Col.6) _____
B. Plus: Change Order Additions (Col.13) _____
C. Less: Change Order Deductions (Col.16) _____
D. Adjust contract amount to date _____

ANALYSIS OF WORK PERFORMED

1. Amount of original contract work performed to date (Col.8) _____
2. Change Order work performed to date _____
3. Total amount of work performed to date _____
4. Add: Materials stored at close of this period
   (Attach detailed schedule _____
5. Less: Amount retained _____ percent _____
6. Net amount earned on contract work to date _____
7. Less: Amount of previous payments _____
8. Balance due this payment _____

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

_____ By _____
(Contractor) (Authorized Representative)

_____ Title _____

RECOMMENDATION OF ENGINEER

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

DATE: _____ By _____

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____FOR PERIOD _____TO_____

		CONTRACT AMOUNT				COMPLETED TO DATE		
ITEM NO. (1)	DESCRIPTION OF ITEM (2)	QUANTITY (3)	UNIT OF MEAS. (4)	COST PER UNIT (5)	TOTAL AMOUNT (6)	QUANTITY (7)	AMOUNT (8)	% COM-PLETE (9)
TOTAL								

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____FOR PERIOD _____TO _____

SCHEDULE OF CHANGE ORDERS

CHANGE ORDER				ADDITIONS		
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	AMOUNT COMPLETED TO DATE (15)	DEDUCTIONS (16)
TOTAL						

CONTRACTOR'S LETTERHEAD

CONTRACTOR'S CERTIFICATE

I, _____, the duly qualified, acting and authorized agent of the Contractor, _____ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. _____.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS _____DAY OF _____, **"Year"**.

CONTRACTOR'S SEAL _____
Contractor

BY: _____

TITLE: _____

Sworn to before me this _____day of _____, **"Year"**.

_____
NOTARY

My commission expires: _____: (NOTARY SEAL)

PROJECT: _____

OWNER: City of Sanibel _____

CHANGE ORDER NO. _____

TO: _____

_____

_____

You are hereby authorized to make the following additions and/or deductions to your contract amount.

	PREVIOUS CONTRACT AMOUNT	NET CHANGE INCREASE	NET CHANGE DECREASE	REVISED (DEDUCT)	REVISED (ADD)	CONTRACT AMOUNT
TOTAL:	$_____	$_____	$_____	$_____	$_____	$_____

Description of Change: Add Deduct

RECOMMENDED: APPROVED:

OWNER_____
By_____By _____
Title_____ Date_____Title_____Date_____

ACCEPTED:

CONTRACTOR_____
BY _____
Title _____Date _____

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 - CONTRACT DOCUMENTS

2.1.01 GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Conditions
5. Specifications

2.1.02 BIDDING DOCUMENTS:

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of their Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACT:

The Contract defines the “Contract Documents” and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

2.1.04 GENERAL CONDITIONS OF THE CONTRACT:

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract) and those responsibilities delegated by the OWNER to the Engineer who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings

herein given:

A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.

C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.

D. The word "Engineer" shall mean the project engineer as designated by the OWNER.

2.1.05 SPECIAL CONDITIONS:

Special Conditions are special provisions not included in the General Conditions of the Contract, which apply to this specific project.

2.1.06 DRAWINGS AND SPECIFICATIONS:

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after their discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Engineer or by the Engineer as representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.

3. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done

by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.

4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.

5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.

6. Plans and Specifications: The Engineer may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of their sub- contractor's, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.

7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and they shall assume the responsibility, therefore.

2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:

The CONTRACTOR shall maintain one complete set of the Contract Documents at the job site which shall always be available to the Engineer and upon which the CONTRACTOR shall record all changes and field adjustments. The CONTRACTOR shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. An as-built survey of the project shall be performed and submitted to OWNER prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such survey as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the CONTRACTOR.

SECTION 2.2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.

2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.

3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy they may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.

4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as they may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.

   A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that they give the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.

   B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.

5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate their agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.

   A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever they shall:

      (i) Declare bankruptcy, become insolvent, or assign their assets for the benefit of their creditors.

      (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

      (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor’s, or proper materials, or fail to make prompt payment, therefore.

   B. Completion by the OWNER: In the event of termination of the Agreement by

the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means they may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of their obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the

CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR: Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine their apparatus and storage to such additional areas as they may provide at their expense.

   A. Private and Public Property: The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission; and they shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. They shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

2. Surveys: Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working point lines, and elevations. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the CONTRACTOR or resulting from their negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points, and stakes.

3. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities, and they will be liable for any expense resulting from damage to them.

4. Superintendent: A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the work and give efficient supervision to the work until its

completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of all the sub-contractor's. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of their sub-contractor's, and of their direct and indirect employees, to the same extent as they are responsible for the acts and deficiencies of their employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.

   A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Engineer an arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.

6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate their Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:

   A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or their employees.

   B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.

7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, they shall notify the OWNER of the emergency as soon as practicable, but they shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Engineer as set forth herein shall not be extended, except through written consent of the Engineer and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always

be subject to observation by the Engineer and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make their observations and construction review.

2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Engineer's decision relative to the performance of the work.

3. Engineer's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Engineer for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 OBSERVATION OF COMPLETED WORK

The CONTRACTOR shall remove or uncover such portions of the completed work as may be directed by the OWNER at any time before acceptance of the work. After examination, the CONTRACTOR shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at the CONTRACTOR'S expense.

2.2.06 WORK BY OWNER OR OTHER CONTRACTOR'S:

1. Separate Contracts: The OWNER may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTOR'S regarding storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTOR'S affecting their work and to report to the OWNER any irregularities which will not permit them to complete their work in a satisfactory manner. Their failure to notify the OWNER of such irregularities shall indicate the work of other CONTRACTOR'S has been satisfactorily completed to receive their work. The CONTRACTOR shall not be responsible for defects of which they could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the OWNER immediately any difference between completed work by others and the provisions of the Contract Documents.

2. Written Agreement: Whenever work being done by the OWNER through their own employees or through other CONTRACTOR'S is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 SECTION DELETED

2.2.08 NIGHT AND SUNDAY WORK:

No night or Sunday work requiring the presence of an Engineer or Inspector will be permitted, except in case of emergency and then only to such an extent as it is absolutely necessary and with written approval of the Engineer, provided that the clause shall not operate in case of a gang organized for regular and continuous night work, and on work which, in the opinion of the Engineer, can be performed satisfactorily at night or on Sunday.

SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP

2.3.01 MATERIALS AND EQUIPMENT:

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment provided are in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

   A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.

   B. The CONTRACTOR shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make their recommendations in writing within a reasonable time.

2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure that materials and equipment to be furnished fit the space available. CONTRACTOR shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.

4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

2.3.02 SAMPLES:

All samples called for in the Specifications or required by the Engineer shall be furnished by the CONTRACTOR and shall be submitted to the Engineer for their review. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.

3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the Engineer.

2.3.03 SHOP DRAWINGS:

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications, or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Engineer.

1. CONTRACTOR'S Certification: When submitted for the Engineer's review, shop

drawings shall bear the CONTRACTOR'S certification that they have reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that they has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

2.3.04 EQUIPMENT DATA:

The CONTRACTOR shall submit for the Engineer's review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the Engineer before any of the equipment is ordered.

1. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.
2. Relation to Contract Documents: Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless they have in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve them from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.

3. CONTRACTOR'S Certification: Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that they have reviewed, checked and approved the data submitted; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; and that they have verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that their Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS:

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to remove rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.

2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

2.3.06 CUTTING AND PATCHING:

The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. They shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen, or the public shall not be done.

2.3.07 CHARACTER OF WORKERS:

The CONTRACTOR shall always be responsible for the conduct and discipline of their employees and/or any sub-contractor or persons employed by sub-contractor's. All workers must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or sub-contractor who does not perform their work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

2.3.08 GUARANTY:

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

2.3.09 A.S.T.M. DESIGNATION:

Wherever the letters "A.S.T.M." are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

2.4.01 INSURANCE:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain

for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L.& H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.

2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.

3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.

4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from their operations under this Contract.

2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent CONTRACTOR'S, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non- owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2.4.03 WORKERS' COMPENSATION INSURANCE:

CONTRACTOR'S shall provide the statutory Worker's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Worker's Compensation

Insurance Laws.

2.4.04 DELETED

2.4.05 INDEMNITY:

The CONTRACTOR (sub-contractor) hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Engineer, OWNER, their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnitee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnitee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

The indemnity provided hereunder shall not include indemnification of the Engineer in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by the Engineer, their agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Engineer and OWNER has by law.

2.4.06 WAIVER OF SUBROGATION:

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractor’s, agents, and employees of each other, and (2) the Engineer and separate CONTRACTOR’S, if any, and their sub-contractor’s, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds ofsuch insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Engineer, separate CONTRACTOR’S and sub-contractor’s by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

2.4.07 PATENTS AND ROYALTIES:

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, they shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER and the Engineer from any and all loss or expense on account thereof, including its use by the OWNER.

2.4.08 PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the OWNER. The permits for construction within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER. City of Sanibel Building and Planning Depts. permit fees shall be paid for by the OWNER. OWNER has obtained an Environmental Resource Permit from the Florida Department of Environmental Protection, Section 404 permit from the U.S. Army Corps of Engineers, and Planning Commission approval from the City of Sanibel.

2.4.09 LAWS TO BE OBSERVED:

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by themself or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Engineer in writing.

1. 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 of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.

2.4.10 WRITTEN NOTICE:

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation, or to the last business address of such known to them who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in their business address until completion of the Contract.

2.4.11 ASSIGNMENT OF CONTRACT:

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of their right, title, or interest therein, or their obligations thereunder, without written consent of the other party.

2.4.12 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.13 WORK DURING AN EMERGENCY:

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases CONTRACTOR shall not wait for instructions before proceeding to properly protect both life and property.

2.4.14 WARNING SIGNS AND BARRICADES:

The CONTRACTOR shall provide adequate signs, barricades, warning lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

2.4.15 PUBLIC CONVENIENCE:

The CONTRACTOR shall at all times so conduct their work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public, except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall always be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

2.4.16 SAFETY:

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected directly or indirectly by their operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Engineer to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S

safety measures in, on, or near the construction site.

2.4.17 EXISTING CONSTRUCTION:

When new construction is adjacent to or crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the OWNER shall secure written permission from the proper authority before executing such new construction. The CONTRACTOR shall satisfy themself that the OWNER has secured written permission before any work is done. The CONTRACTOR shall acquaint themself with and shall execute the work in accordance with any and all requirements of the written permit. The CONTRACTOR shall replace or repair all existing construction damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.

2.4.18 SANITARY PROVISIONS:

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of their employees and those of their sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

2.4.19 NONDISCRIMINATION IN EMPLOYMENT:

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;

2. That no CONTRACTOR, sub-contractor, nor any person on their behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

SECTION 2.5 - PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED:

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME:

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

2.5.03 SCHEDULE OF COMPLETION:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK:

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK:

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

2.5.06 EXTENSION OF CONTRACT TIME:

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that 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. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of their equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

2.5.09 CLEANING UP:

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from their operation or caused by their employees, and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

2.5.10 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of their obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in their Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Thousand Five Hundred Dollars ($100.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

2.5.14 INCENTIVE CLAUSE:

The City of Sanibel will pay the CONTRACTOR an "Incentive Bonus" in the sum of One Hundred Dollars ($100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the Engineer, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor's or other CONTRACTOR'S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR'S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the "Incentive Bonus" Completion Date set forth above.

SECTION 2.6 – PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT:

Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the Engineer during construction as provided below.

1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total

payments to CONTRACTOR to 95% of the Contract Price, less such amounts as Engineer shall determine in accordance with paragraph 2.6.05 of the General Conditions.

2.6.03 DELETED

2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the Engineer.
2. Pay such other amount, in accordance with Paragraph 2.6.05, as they shall decide is due the CONTRACTOR, informing the CONTRACTOR and the Engineer in writing of their reasons for paying the amended amount.
3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the Engineer of their reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect themself from loss on account of any of the following:

1. Defective work.

2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.

3. Failure of the CONTRACTOR to make payments due to sub-contractor's, material suppliers, or employees.

4. Damage to another CONTRACTOR.

2.6.06 PAYMENT FOR UNCORRECTED WORK:

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:

The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and they shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

1. Removal by OWNER: Removal of rejected work or materials and storage of materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If

the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of their intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

2.6.08 PAYMENT FOR EXTRA WORK:

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.

2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.

3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:

   A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.

   B. Labor insurance and taxes.

   C. Materials and supplies used on the work.

   D. Associated General CONTRACTOR'S of America standard rental rates on each piece of equipment having a value in excess of $50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 d., Suspension of Work by OWNER, the CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER:

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING THEIRTERMINATION OF THE CONTRACT:

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Engineer's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Engineer.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at their expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

2.6.14 ACCEPTANCE AND FINAL PAYMENT:

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, they shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that they have fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay

in discharging such liens including all costs and a reasonable attorney's fee.

2. Final Payment: The CONTRACTOR shall be paid in full within 61 days after the date of substantial completion. If within 61 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the Engineer shall be withheld and paid 61 days following completion of all such items. This payment shall constitute final settlement.

SECTION 2.7 - CONTROL OF THE WORK

2.7.01 GENERAL:

The following general provisions have been taken verbatim from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with certain modifications to meet specific requirements of the City of Sanibel. The CONTRACTOR is advised to read these provisions very carefully and ensure that they fully understand all of the requirements.

2.7.02 PLANS AND WORKING DRAWINGS:

1. Plans and Contract Documents:

   The CONTRACTOR will be furnished an appropriate number of copies of the plans and special provisions as required for the particular project. Copies of the Standard Specifications may be purchased from the Florida Department of Transportation. The CONTRACTOR shall have available on the work, at all times, one copy each of the plans, specifications and special provisions.

2. Plans:

   The plans furnished by the Engineer consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

3. Alterations in Plans:

   All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after its approval by the Engineer, except by direction of the Engineer.

4. Working Drawings (for Structures):

   A. General:

      The CONTRACTOR shall furnish, on sheets not larger than 24 inches by 36 inches, such working and detail drawings as may be required for any part of the

structure and which are not included in plans furnished by the Engineer.

B. For Steel Structures:

Working Drawings for steel structures shall consist of shop detail, erection details and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

C. For Concrete Structures:

Working drawings for concrete structures shall consist of such detailed plans as may reasonably be required for the effective prosecution of the work and which are not included in plans furnished by the Engineer. These may include details of falsework, bracing centering and formwork, masonry layout diagrams, and diagrams for bending reinforcing steel.

D. Submission of Working Drawings:

The CONTRACTOR shall submit to the Engineer for approval three (3) sets of any required detailed shop or working drawings. These drawings shall be submitted in

sufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover. Prior to the approval of these drawings any work done, or materials ordered for the structures involved shall be at the CONTRACTOR'S risk. One set of these drawings will be returned to the CONTRACTOR, either approved or marked with corrections required. The other sets will be retained by the Engineer.

E. Responsibility of Accuracy of Working Drawings:

It is understood, however, that approval by the Engineer of the CONTRACTOR'S working drawings does not relieve the CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. The CONTRACTOR shall be responsible for agreement and conformity of their working drawings with the approved plans and specifications.

F. Cost of Working Drawings:

The contract prices shall include the cost of furnishing all working drawings, and the CONTRACTOR will be allowed no extra compensation for such drawings.

2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such

pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

2.7.04 CONFORMITY OF WORK WITH PLANS:

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications, but that reasonably acceptable work has been produced, they shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as they deem necessary to conform to their determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:

The CONTRACTOR shall take no advantage of any apparent error or omission which they might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as they deem necessary for reflecting the actual spirit and intent of the plans and specifications.

2.7.06 AUTHORITY OF THE ENGINEER:

All work shall be available for inspection by the Engineer and performed to their satisfaction.

It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

2.7.07 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS:

The Engineer may appoint such assistants and representatives as they desire. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all

or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

2.7.08 CONSTRUCTION STAKES AND MARKERS:

1. Stakes Furnished:

   The CONTRACTOR shall furnish and set, free of charge, slope stakes, grade stakes and all other stakes necessary for construction of the project. The CONTRACTOR shall furnish all templates and other materials necessary for making and maintaining points and lines given and shall furnish the Engineer such incidental labor as they may require in reestablishing points and lines necessary to the prosecution of the work.

2. Special Requirements for Landscape Work:

   For landscape work, the OWNER will furnish all stakes in the size and quantity required and the CONTRACTOR shall set all such stakes with their own forces. The CONTRACTOR shall maintain such stakes in place until the layout is approved and the digging of the holes for the plantings has begun; replacing any which may become destroyed or disturbed during such period.

2.7.09 CONTRACTOR'S SUPERVISION:

1. Prosecution of work:

   The CONTRACTOR shall give the work the constant attention necessary to assure the scheduled progress and they shall cooperate fully with the Engineer and with other CONTRACTOR'S at work in the vicinity.

2. CONTRACTOR'S Superintendent:

   The CONTRACTOR shall at all times have on the work as their agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or their authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

3. Supervision for Emergencies:

   The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a 24-hour basis, seven days a week, in order that they may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. For compliance with

this requirement outside of working hours, the furnishing of the telephone number where such person can be reached will suffice.

2.7.10 GENERAL INSPECTION REQUIREMENTS:

1. Cooperation by CONTRACTOR:

   No work shall be done, nor materials used, without suitable inspection by the Engineer or their representative, and the CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

2. Failure of Engineer to Reject Work During Construction:

   If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent their later rejection when such defect is discovered, or obligate the Engineer to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

   Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to them or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of their responsibility for the work performed by them.

2.7.11 FINAL CONSTRUCTION INSPECTION:

1. Maintenance Until Final Acceptance:

   The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Engineer under the provisions of 2.7.12.

2. Semifinal Inspections:

   The Engineer will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Engineer shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

   Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

2.7.12 FINAL ACCEPTANCE:

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Engineer shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy themself as to the Engineer's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of their acceptance of the work.

2.7.13 CLAIMS BY CONTRACTOR:

Where the CONTRACTOR deems that extra compensation is due them for work or materials not clearly covered in the contract or not ordered by the Engineer as extra work, as defined herein, the CONTRACTOR shall notify the Engineer in writing of their intentions to make claim for extra compensation, before they begin the work on which they base the claim. If such notification is not given, and the Engineer is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the Engineer, is found to be valid, it shall be allowed and paid for as extra as provided herein

SPECIAL PROVISIONS

1. REFERENCE SPECIFICATIONS – Florida Building Code (FBC) 2023 - 8th Edition with all current revisions and supplements; Florida Fire Prevention Code (FFPC) 2023 - 8th edition with all current revisions and supplements, (includes Florida versions of NFPA 1 & NFPA 101, 2021 edition); The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Current Edition with approved Supplements and Addenda shall govern the requirements and performance of the work, except when noted otherwise. Sea Turtle Regulations; Department of Environmental Protection Bureau of Beaches and Coastal Systems; All other Federal, State and Local Codes and Ordinances which may be in effect for this construction location.

2. The contractor shall be required to have the required City of Sanibel Business Tax Receipt/Registration and proper Mangrove trimming licensing at the time of the bid opening. Required licensing costs and any other miscellaneous fees associated with the project shall be paid for by the Contractor. All required environmental permits have been secured by the City.

3. The Owner shall be responsible for applying for a City of Sanibel Planning Department construction permit for the project (if necessary). The Owner shall be responsible for payment of fees for the Sanibel Planning Department permits. Required licensing costs and any other miscellaneous fees associated with the project shall be paid for by the Contractor. All required environmental permits shall be secured by the Owner. Contractor must possess a valid State of Florida General Contractor License (CGC) or State of Florida Marine Specialty Contractor License at the time of the bid opening. Contractor shall comply with all requirements of attached environmental/Army Corps/FDEP permits.

4. The contractor shall be responsible for all survey construction layout.

5. The Contractor shall dispose of all debris such as trees, brush, stumps and other deleterious material at location off the Island of Sanibel. No extra compensation will be allowed for hauling and providing the off-island disposal areas.

6. The City has obtained right-of-entry agreements from all private property owners along the project area that allows entry to certain portions of each individual property. See also the Ownership Map on Sheet C04 of the Construction Plans. The Contractor is advised that they may not enter upon private property adjacent to the project beyond the identified construction easement without written consent of the affected property owner. A copy of the permission document shall be given to the Engineer.

7. The Contractor is hereby advised that they may not engage in any work on private property in the City of Sanibel during the contract performance period without written permission from the City of Sanibel. Failure to comply with this provision may result in suspension of all work activities until the matter is resolved.

   An example of such work would be the paving of a private driveway. If the Contractor paves the driveway and the property owners does not possess the proper City permits, the entire project might be stopped until the necessary permits are obtained. The delay could be months and the Contractor could be assessed for liquidated damages.

8. No allowance for time extension of the project will be made for weather conditions common to Southwest Florida during the contract time period. The Contractor is reminded that time is of the essence and the work should proceed as quickly and efficiently as possible.

9. The contractor will ensure that the roadway and bridges over which they haul materials will be kept clear. If spoil material and water fall from the truck onto the roadway, the contractor will keep the road clear at all times, either by power broom or by whatever means is necessary, if excessive material continues to be deposited, the Engineer will require hauling to be discontinued until the situation is resolved.

10. Contractor responsible for any temporary markings (i.e. signs, barricades, Striping, caution tape) to assure traffic safety (Vehicular, Pedestrian and Bicycle traffic).

11. All subcontractors must be approved in writing by the City.

12. All soil and concrete tests will be made by a laboratory approved of by the Engineer. Cost of testing will be paid for by the Owner except all subsequent tests deemed necessary because the original test indicated that the work did not conform to specifications. These tests shall be paid for by the contractor. The location of these tests shall be determined by the Owner.

13. An As-Built bathymetric survey of the project shall be performed and submitted to Owner prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such surveys as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the Contractor.

14. The Contractor shall prevent erosion of soil on the site and adjacent property resulting from their construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Install silt barriers or screens for capturing sediments/solids from erosion and dewatering / jetting activities.

15. The Contractor must be in possession of or obtain from the City of Sanibel a business tax receipt (BTR) prior to the start of the work.

16. The Contractor is responsible to pay all toll fees required by Lee County to use the Sanibel Causeway.

17. Contractor is responsible for preventing any workers on this project, including all subcontractors, from feeding alligators anywhere on Sanibel Island. Contractor is required to instruct all workers and subcontractors not to eat lunch on the edge of any waterbody on Sanibel Island and not to feed, tease or interact in any way with any alligators, which is illegal under state law. Signage provided by the City regarding alligator feeding shall be posted on all job sites in a clearly visible location. Project sites adjacent to open water of any kind shall have a minimum of two additional alligator signs posted in clearly visible locations near the water's edge. All job sites shall be maintained free of any open containers of food or any food-related garbage. All workers on this project are to be informed that the City takes this issue very seriously and will prosecute any violators to the full extent of this law. State penalties for violating this law include a fine of up to $500 per incidence and up to 60 days in jail. Failure to inform workers of the prohibition against feeding alligators as

required above or evidence of alligators being fed by workers on this project, either at the project site or elsewhere on Sanibel Island, will result in immediate revocation of this contract.

18. Payment for work items in this contract is based on actual quantities with unit cost as per the bid schedule. The owner reserves the right to adjust quantities up to twenty-five percent (25%) over or underestimated quantities at contract unit prices. Any increase of work items shall be based on unit prices of similar work items in the vicinity. Any such adjustment resulting in the increase of the total contract price must be approved by the City Council.

19. It is up to the contractor to verify the correct scaling for printed plan documents of electronic documents provided by the Owner.

20. Contractor to provide Certificate of Worker's Compensation Insurance; U.S.L.& H. coverage, Jones Act (if applicable) and Public Liability in an amount not less than $1,000,000.00

21. Any mangrove trimming necessary to complete the project shall be the minimum amount necessary, and shall be performed by a Professional Mangrove Trimmer.

22. Any damage to the shoreline, including native vegetation, shall be mitigated and restored in accordance with requirements set forth in State and Federal grant agreements and permits.

23. Prior to commencement of work, staging area, work area, and the shoreline shall be photographed. Any damages to these areas shall require restoration to preconstruction conditions or in accordance with State and Federal grant agreements and permits..

TECHNICAL SPECIFICATIONS
SANIBEL SLOUGH DREDGING PROJECT

TECHNICAL SCOPE OF WORK FOR THE HYDRAULIC DREDGING OF SANIBEL SLOUGH:

1. Contractor shall provide a pricing schedule for hydraulic dredging of the section of Sanibel Slough between Elinor Way and Beach Road.

2. The total sum of bid amount shall be used to award the contract.

3. Contractor shall include unit price ($/CY) bids.

4. Dredging shall be coordinated with City staff to be started as soon as contract has been approved. (Contractor must provide availability/schedule with their bid)

5. Provide all labor, materials, and equipment necessary to dredge approximately 5,455 cubic yards of material from Sanibel Slough on Sanibel Island in accordance with drawings developed by the City of Sanibel and Johnson Engineering, LLC.

6. Contractor shall comply with all requirements/regulations included in the attached permits from the Florida Department of Environmental Protection and Army Corps of Engineers Permits. Contractor shall obtain any additional required permit(s).

7. All dredging shall be by hydraulic means, no mechanical dredging will be allowed.

8. Contractor shall ensure monitoring and turbidity controls in accordance with Florida Department of Environmental Protection Standards. Contractor shall be in compliance with all applicable manatee and sawfish local, state and federal rules and regulations.

9. Contractor to provide Certificate of Workman's Compensation Insurance, U.S.L.&H. coverage, Jones Act and Public Liability in an amount not less than $1,000,000.00.

10. Dredged material off-load site shall be as shown on the construction plans. Contractor is responsible for providing and installing type-III silt barrier at perimeter of spoil storage site trenched to a minimum depth of 8" below natural ground.

11. For informational purposes the typical quantities for dredging of Sanibel Slough would be estimated at 5,455 cubic yards of material. Note this is an estimated quantity only for informational purposes and the actual required dredge quantity at this area can vary up or down based upon actual site conditions present at the time of dredging.

12. Provide broken down proposal as shown on the attached Bid Tabulation Sheet.

13. City contact is Dana Dettmar, (239) 472-3700 ext. 390.

14. The Contractor shall follow the approved "Turbidity Control and Monitoring" plan during construction.

15. Contractor to provide Submittal of turbidity control layout and monitoring system to Engineer prior to construction commencement.

16. Dredged material will be transported off-island. Contractor shall not commence work until receiving written approval from city of Contractor's chosen final disposal location of spoil material.

17. Effluent from the dewatering filter tubes in the disposal area shall be routed through a return swale system and filtered through appropriate Best Management Practices so as to reduce the turbidity levels of the effluent. If the swale return system is unable to reduce the turbidity levels of the effluent to within 29 NTUs of the background sample, the dredging operation shall be suspended until adequate control measures have been installed.

18. Turbidity outside construction area shall not exceed 29 NTU's above background levels.

19. The dredge material shall be hydraulically dredged and pumped into geotextile dewatering tubes located at the approved temporary upland disposal location at Parcel ID # 30-46-23-T2-U9622.2518. Sanibel, Florida 33957, in Section 2, Township 46 South, Range 21 East, in Lee County.

MEASUREMENT AND PAYMENT
SANIBEL SLOUGH DREDGING PROJECT

1. SCOPE. This section covers methods of measurement and payment for items of Work under this Contract.

2. GENERAL. The Total Bid Price shall cover all Work required by the Contract Documents. All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction equipment, and tools; and performing all necessary labor and supervision to fully complete the Work, shall be included in the lump sum and adjustment unit prices bid. All Work not specifically set forth as a pay item in the Bid Form shall be considered a subsidiary obligation of the Contractor and all costs in connection therewith shall be included in the prices bid.

3. ESTIMATED QUANTITIES. All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the Bids submitted for the Work. The actual amounts of work done and materials furnished under Unit Price items may differ from the estimated quantities. The Unit Price shall be the basis of payment for the actual amount of work done and materials furnished. Contractor agrees that it will make no claim for damages, anticipated profits, or otherwise on account of any difference between the amounts of work actually performed and materials actually furnished and the estimated quantities.

4. UNIT PRICES. The Bid Form (Section 00400) requires unit prices for certain items of the Work. The quantities indicated for the unit price items are estimated. A description of each adjustment unit price item is included below:

BID ITEM 1 – Mobilization and Demobilization

Payment shall be made at this lump sum price named in the Bid Schedule, which shall constitute full compensation for preparatory work and operations in mobilizing for the beginning work on the project and demobilizing from the project site at the end of the project. Item shall include, but not limited to, those operations necessary for the movement of personnel, equipment, supplies and incidentals to and from the project site, for establishment and removal of temporary facilities, cost of bonds, costs of permits, all insurance requirement costs, administrative costs, all other related items as specified in the Technical Specifications, and other preconstruction expenses necessary for the start of the work, and expenses necessary to demobilize from the site at Final Completion. The Contractor's Mobilization and Demobilization bid price shall be limited to a maximum of ten percent (10.0%) of Contractor's Total Bid Price. The cost of Mobilization and Demobilization shall be shown in both the bid table and the Schedule of Values. 25 percent (25%) of the item amount shall be paid on the last pay application for demobilization costs.

BID ITEM 2 – Erosion, Sediment, and Turbidity Controls

Payment shall be made for materials and work in connection with installation and maintenance of turbidity controls; best management practices; turbidity monitoring; implementing state and federal endangered and threatened species protection conditions; implementing habitat and resource protection measures to include, but not be limited to, permits and protection measures; environmental permit compliance; and all other appropriate costs in connection therewith or incidental thereto. The Contractor shall protect existing drainage and shall be responsible for any damage resulting from its operations. Any material permitted to flow into or restrict the flow in an

existing ditch, canal, field, or sheet flow location shall be promptly removed by the Contractor. The Contractor shall protect existing infrastructure and shall be responsible for any damage resulting from construction activities. This work includes keeping maintenance and inspection records using the State of Florida Department of Transportation Stormwater Prevention Plan Construction Inspection Report, Form 650-040-03. This work includes maintaining and keeping the Site clean and orderly. This payment item includes disposal of all trash and debris generated from construction activities and the associated costs. Payment will be made upon percent completion of the Project and as approved by Owner.

BID ITEM 3 – Dredging to -6 ft NAVD 88

Payment shall be made for materials and work specified in connection with excavation and transport of sediments to the identified spoil site; removal, separation, and appropriate disposal of any debris encountered while dredging: and all other appropriate costs in connection therewith or incidental thereto, which shall also include all other items of cost required by the Contract for which a separate payment is not provided for herein. This work shall be included in the applicable Contract unit price for Bid Item “Dredging”. Measurement will be based upon a pre-construction topographic survey and post construction topographic survey of the waterway.

BID ITEM 4 – Material Handling, Transportation, and Disposal Off Island

Payment shall be made for materials and work specified in connection with site preparation of the identified spoil area and transportation of the dewatered spoil material off island and ultimate disposal, including all other appropriate costs in connection therewith or incidental thereto. No payment will be made until the Owner has approved the site in accordance with the Construction Plans and Technical Specifications.

BID ITEM 5 – Work Site and Spoil Site Restoration

Payment shall include removal of the temporary berm(s), removal of environmental protection measures, removal of silt fence, rough grading, final grading, and sodding of spoil site. This item includes all materials and work required, clean-up, replacement of grass, sod, driveways, sidewalks, culverts, storm sewers, utility repair, buoy replacement, road repair including sub-base, base and asphalt and other surface materials not specifically designated in the Bid. This work shall be included in the applicable Contract lump sum price for Bid Item “Work Site and Spoil Site Restoration.”

5. SCHEDULE OF VALUES. Contractor shall provide a schedule of values to facilitate measurement and payment based on the actual progress of the Work after Award of Contract.

APPENDIX A

FDEP ERP Permit and Turbidity Control and Monitoring Plan

APPENDIX B

Army Corps of Engineers Permit

APPENDIX C

FDEP Grant Agreement LPA0679

APPENDIX D

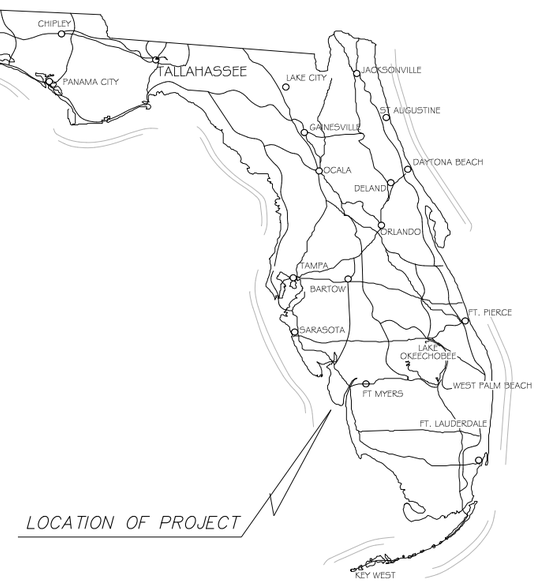
Construction Plans

OWNER/DEVELOPER

SIZE OF PROJECT

1.40 ACRES

CONSTRUCTION PLANS
FOR
SANIBEL SLOUGH



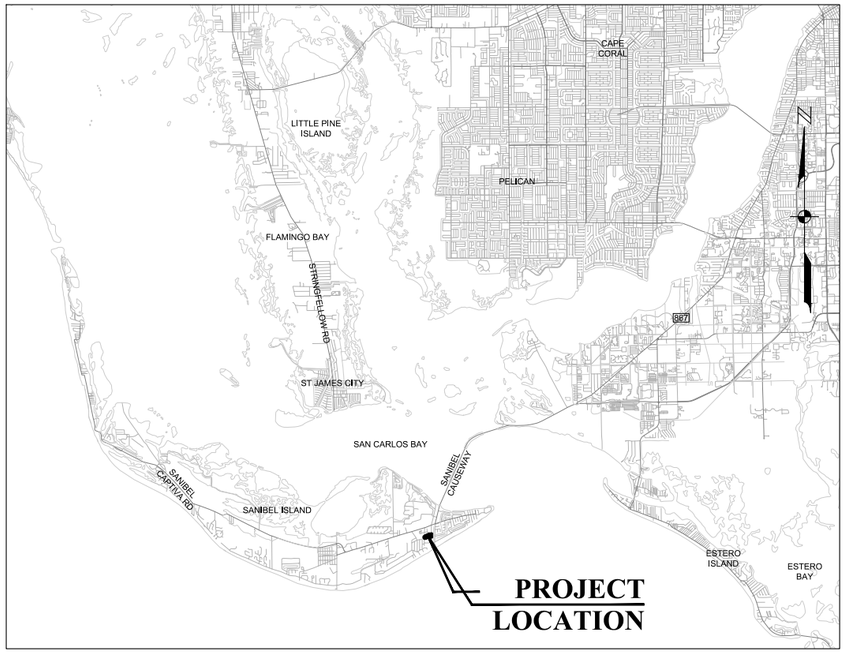
SECTION 02, TOWNSHIP 46 S., RANGE 21 E.
LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
C01	COVER SHEET
C02	GENERAL NOTES & ABBREVIATIONS
C03	MASTER SITE PLAN
C04	OWNERSHIP MAP
C05	EXISTING CONDITIONS & DEMOLITION PLAN
C06	PLAN AND PROFILE
C07	SEDIMENT CORE SAMPLE PROFILES
C08	SOILS MAP
C09	EROSION CONTROL PLAN
C10	SECTIONS
C11	ENVIRONMENTAL PROTECTION DETAILS

JORDAN LEVI VARBLE
LICENSE
No. 81414
STATE OF FLORIDA
PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Jordan L. Varble, P.E., on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
2025.11.17 16:55:07-05'00'



LOCATION MAP

0 1 2 4

INTENDED DISPLAY SCALE:
(22"x34" PLAN: 1"=2MI)
(11"x17" PLAN: 1"=4MI)

NOVEMBER 2025

NOTICE TO ALL CONTRACTORS

IT'S THE LAW IN FLORIDA
2 BUSINESS DAYS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770

STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.

JOHNSON ENGINEERING
— An Apex Company —

JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

REGISTERED PROFESSIONAL ENGINEER
FLORIDA LICENSE NO. 81414

JORDAN LEVI VARBLE, PE

DATE

SHEET NUMBER
C01

ABBREVIATIONS

AC	ACRE
ALT	ALTERNATE
APPROX.	APPROXIMATE
ASB	ASBESTOS
BM	BENCH MARK
BLDG	BUILDING
BOT	BOTTOM
CB	CATCH BASIN
CF	CUBIC FEET
CFM	CUBIC FEET PER MINUTE
CI	CAST IRON
CIP	CAST IRON PIPE
CJ	CONSTRUCTION JOINT
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CV	CHECK VALVE
CF	CUBIC FOOT
CY	CUBIC YARD
℄	CENTER LINE
CLKG	CAULKING
CLF	CHAIN LINK FENCE
COL	COLUMN, COLOR
CONC	CONCRETE
CONST	CONSTRUCTION
CONT	CONTINUOUS
CONTR	CONTRACTOR
CTRS	CENTERS
CU	COPPER
CU. IN.	CUBIC INCH
DIA., ⌀	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIST.	DISTANCE
DIP	DUCTILE IRON PIPE
DE	DRAINAGE EASEMENT
DWG	DRAWING
E	EAST
EL/ELEV	ELEVATION
EQUIP	EQUIPMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EX	EXISTING
FF	FINISHED FLOOR
FFE	FINISHED FLOOR ELEVATION
FM	FORCE MAIN
FDC	FIRE DEPARTMENT CONNECTION
FDN	FOUNDATION
FIN	FINISH
FRP	FIBERGLASS REINFORCED PLASTIC
FT	FEET
G	NATURAL GAS
GC	GENERAL CONTRACTOR
GI	GALVANIZED IRON
GPM	GALLONS PER MINUTE
GV	GATE VALVE
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GR	GRADE
HDPE	HIGH DENSITY POLYETHYLENE
HOR	HORIZONTAL
HYD	HYDRANT
ID	INSIDE DIAMETER
IDD	IONA DRAINAGE DISTRICT
INV	INVERT
IRR	IRRIGATION
LAE	LAKE ACCESS EASEMENT
LCUE	LEE COUNTY UTILITY EASEMENT
LF	LINEAL FEET
LME	LAKE MAINTENANCE EASEMENT
LMT	LAKE MAINTENANCE TRACT
MGD	MILLION GALLONS PER DAY
MH	MANHOLE
MJ	MECHANICAL JOINT
MAX	MAXIMUM
MECH	MECHANICAL
MES	MITERED END SECTION
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
N	NORTH
NE	NORTHEAST
NW	NORTHWEST
NPW	NON POTABLE WATER
NTS	NOT TO SCALE
NUM/#	NUMBER
NOM	NOMINAL
NG	NATURAL GAS
OC	ON CENTERS
OCEW	ON CENTER EACH WAY
OD	OUTSIDE DIAMETER
PCF	POUNDS PER CUBIC FOOT
PSF	POUNDS PER SQUARE FOOT
PV	PLUG VALVE
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
POLY, PE.	POLYETHYLENE
PAVT	PAVEMENT
PC	POINT OF CURVATURE
PGL	PROPOSED GRADE LINE
℞	PROPERTY LINE
PLBG	PLUMBING
PLWD	PLYWOOD
PW	POTABLE WATER
PT	POINT OF TANGENCY
PUE	PUBLIC UTILITY EASEMENT
PVI	POINT OF VERTICAL INTERSECTION
QUAN	QUANTITY
R	RADIUS
RD	ROAD
RCP	REINFORCED CONCRETE PIPE
REQ'D	REQUIRED
ROW	RIGHT OF WAY
RU	REUSE LINE
R/W	RIGHT OF WAY
S	SOUTH
SE	SOUTHEAST
SW	SOUTHWEST
SS	SANITARY SEWER
SAN	SANITARY
SCH	SCHEDULE
SECT	SECTION
SEW	SEWER
SH	SHEET
SPEC	SPECIFICATION
SQ	SQUARE
ST	STREET
STA	STATION
STL	STEEL
STD	STANDARD
SUR	SURFACE
SYM	SYMMETRICAL
TOE	TOE OF SLOPE
TOB	TOP OF BANK
THK	THICK
TEL	TELEPHONE
TEMP	TEMPERATURE
TRANS	TRANSFORMER
TYP	TYPICAL
UE	UTILITY EASEMENT
VERT	VERTICAL
W	WATER
WM	WATER MAIN
W/	WITH
W/O	WITHOUT
WD	WOOD
WT	WEIGHT
WV	WATER VALVE
WH	WALL HYDRANT

SYMBOLS

- GATE VALVE
- TEE ASSEMBLY
- REDUCER
- BLOW OFF
- FIRE HYDRANT
- FIRE HYDRANT ASSEMBLY W/ GATE VALVE
- MITERED END SECTION
- MANHOLE W/ NUMBER (MH-1)
- PLUG VALVE
- IRRIGATION SERVICE (DOUBLE)
- IRRIGATION SERVICE (SINGLE)
- SEWER SERVICE (DOUBLE)
- SEWER SERVICE (SINGLE)
- WATER SERVICE (DOUBLE)
- WATER SERVICE (SINGLE)
- HEADWALL
- DRAINAGE INLET (SEE PLAN FOR TYPES)
- THROAT INLET
- FLARED END SECTION

HATCH PATTERNS

- WETLAND
- UPLAND BUFFER
- UPLAND PRESERVE
- INDIGENOUS AREA
- NATURAL AREA
- FILTER MARSH
- EXISTING LAKE
- EXISTING LAKE TO BE FILLED
- PROPOSED LAKE
- LITORAL SHELF AREA
- COMPENSATING LITTORAL PLANTING AREA
- RIPRAP / GRAVEL
- BRICK PAVERS

NOTE:
HATCH PATTERNS ARE FOR ILLUSTRATIVE PURPOSES ONLY, ACTUAL HATCH PATTERNS ON DRAWING MAY VARY IN SCALE & ANGLE

LINETYPES

	EXISTING	PROPOSED
RIGHT-OF-WAY LINE		
CENTER LINE		
LAKE MAINTENANCE EASEMENT		
PUBLIC UTILITY EASEMENT		
DRAINAGE EASEMENT		
WETLAND BOUNDARY		
FORCE MAIN	FM	FM
SANITARY SEWER	SS	SS
WATER MAIN	WM	WM
IRRIGATION MAIN	IRR	IRR
RE-USE MAIN	RU	RU
PERIMETER BERM		
FENCE LINE	X X	X X X X
SILT FENCE		
BULKHEAD		
STRUCTURAL BUFFER		

GENERAL NOTES:

1. ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) WHICH LIES 1.17 FEET ABOVE THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) AT THIS LOCATION.
2. THE GENERAL NOTES MUST BE PART OF THIS ENTIRE DOCUMENT PACKAGE AND ARE PART OF THE CONTRACT DOCUMENTS. THE GENERAL NOTES ARE REFERENCED HEREIN AND MUST BE REFERRED TO BY THE CONTRACTOR. THE CONTRACTOR MUST BE FAMILIAR WITH AND ACKNOWLEDGE FAMILIARITY WITH ALL THE GENERAL NOTES AND ALL OF THE PLANS SPECIFICATION NOTES.
3. CONTRACTOR MUST VERIFY ALL DIMENSIONS INCLUDED WITHIN THE PLAN SET AND SHOULD NOT SCALE OFF THE DRAWINGS DUE TO POTENTIAL PRINTING INACCURACIES. ALL DIMENSIONS ARE TO BE CHECKED AND CONFIRMED BY THE GENERAL CONTRACTOR PRIOR TO PREPARATION OF SHOP DRAWINGS, FABRICATION/ORDERING OF PARTS AND MATERIALS AND START OF SITE WORK.
4. JOHNSON ENGINEERING, LLC. IS NOT RESPONSIBLE FOR AND HAVE NO CONTRACTUAL LEGAL OR OTHER RESPONSIBILITIES FOR JOB SITE SAFETY, JOB SITE SUPERVISION, OR ANYTHING RELATED TO THE SAME. JOHNSON ENGINEERING, LLC. IS NOT RESPONSIBLE TO IDENTIFY OR REPORT ANY JOB SITE SAFETY ISSUES OR ANY JOB SITE CONDITIONS, AT ANY TIME.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, STANDARD PLANS (LATEST EDITION), LEE COUNTY DEVELOPMENT STANDARDS AND SPECIFICATIONS AND SANIBEL UTILITIES REQUIREMENTS.
6. CONTRACTOR SHALL RETAIN, ON THE WORK SITE, COPIES OF ANY PERMITS NECESSARY FOR CONSTRUCTION.
7. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED DEWATERING PERMITS.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY REQUIRED VEGETATION REMOVAL PERMITS.
9. THE SITE CONTRACTOR SHALL BECOME FAMILIAR WITH THE GEOTECHNICAL REPORT IF ONE WAS PREPARED. THE CONTRACTOR SHALL COMPLY WITH ALL THE SITE PREPARATION AND OTHER SITE RELATED ITEMS, RECOMMENDATIONS AND PROCEDURES.
10. THIS PROJECT WILL NOT ADVERSELY IMPACT ANY SURFACE WATER OR GROUNDWATER.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING TRAFFIC AND USAGE OF THE EXISTING STREETS ADJACENT TO THE PROJECT. ALL TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH FDOT STANDARD PLANS INDEX 102-100 THRU 102-670, OR THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), (LATEST EDITION).
12. CONTRACTOR IS REQUIRED TO OBTAIN FROM THE ENGINEER AND OWNER WRITTEN APPROVAL FOR ANY DEVIATIONS FROM THE PLANS AND/OR SPECIFICATIONS.
13. EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.
14. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE OWNER/ENGINEER WITHOUT DELAY.
15. THE LOCATION OF EXISTING UTILITIES, PAVEMENT, VEGETATION, AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR.
16. CONTRACTOR SHALL NOTIFY THE CITY AND ENGINEER A MINIMUM OF 72 HOURS PRIOR TO ALL REQUIRED INSPECTIONS.
17. CONTRACTOR TO PROVIDE SILT FENCE AND OTHER APPROPRIATE MEASURES TO AFFECT THE FILTRATION OF SURFACE WATER FLOWS AND TO PROVIDE EROSION PROTECTION DURING CONSTRUCTION ACTIVITIES. PROTECTION IS TO BE MAINTAINED DURING THE CONSTRUCTION PERIOD UNTIL DISTURBED SOILS HAVE BEEN STABILIZED WITH GRASS (FOR EXISTING GRASS AREAS), MANGROVE TREES (FOR EXISTING MANGROVE AREAS), OR SUITABLE EROSION PROTECTION TREATMENT.
18. DURING CONSTRUCTION, GRATE INLET AND JUNCTION BOX OPENINGS SHALL BE COVERED WITH FILTER FABRIC (MIRAFI 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM FALLING INTO THE INLET.
19. CONTRACTOR SHALL USE DESIGNATED CONSTRUCTION ENTRANCES AND STAGING AREAS FOR EMPLOYEES AND DELIVERY OF MATERIALS.
20. CONTRACTOR SHALL CLEAR ALL EXCAVATION AND FILL AREAS AS SHOWN ON THE PLANS. ACTUAL LIMITS OF CLEARING MAYBE ADJUSTED IN THE FIELD BY OWNER OR ENGINEER.
21. CONTRACTOR SHALL REMOVE ALL MUCK AND OTHER UNSUITABLE MATERIAL AS SHOWN ON THE PLANS. ALL MUCK AND OTHER WASTE MATERIAL EXCAVATED SHALL BE DISPOSED OF OFF-SITE IN ACCORDANCE WITH APPLICABLE REGULATION.
22. CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO THE ENGINEER.
23. EXISTING FACILITIES SHALL BE RESTORED TO A CONDITION EQUIVALENT TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION, AT NO ADDITIONAL COST TO OWNER.
24. ALL UNPAVED AREAS DISTURBED DURING CONSTRUCTION SHALL BE SODDED UNLESS NOTED OTHERWISE.

GENERAL NOTES (CONTINUED):

24. THE CONTRACTOR SHALL SUBMIT A BATHYMETRIC SURVEY ON A FINAL SET OF RECORDED DRAWINGS WHICH SHALL BE DELIVERED TO THE ENGINEER.
25. THE CONTRACTOR SHALL ASSURE COMPLIANCE WITH ANY OSHA, EPA, AND/OR OTHER FEDERAL OR STATE OF FLORIDA RULES, REGULATIONS OR OTHER REQUIREMENTS, AS EACH MAY APPLY.

SITE DEMOLITION:

1. ANY SITE DEMOLITION IS BASED ON AVAILABLE INFORMATION PROVIDED TO ENGINEER AND MAY NOT COVER ALL ASPECTS OF THE PROJECT. INCLUDING BUT NOT LIMITED TO IRRIGATION LINES/SERVICES AND ELECTRICAL SERVICES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COVER ALL EXISTING INFRASTRUCTURE TO BE REMOVED IN THEIR DEMOLITION BUDGET.

EXISTING UTILITY NOTE:

1. CONTRACTOR TO CONTACT "SUNSHINE 811" FOR LOCATES TWO BUSINESS DAYS BEFORE YOU DIG, 1-800-432-4770. STATE, CONUTIES, AND CITIES ARE NOT PART OF THE ONE CALL SYSTEM, THEY MUST BE CALLED INDIVIDUALLY.

ACCESSIBILITY DESIGN GUIDELINES:

1. ALL ACCESSIBLE (A.K.A. ADA) COMPONENTS AND ACCESSIBLE ROUTES MUST BE CONSTRUCTED TO MEET, AT A MINIMUM THE MOST STRINGENT OF: (A) THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. § 12101 ET SEQ. AND 42 U.S.C. § 4151 ET SEQ.); AND (B) ANY APPLICABLE LOCAL AND STATE GUIDELINES, AND ANY AND ALL AMENDMENTS TO BOTH, WHICH ARE IN EFFECT AT THE TIME OF CONSTRUCTION.

FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD DETAIL NOTES:

1. ALL REFERENCES TO FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS ARE (LATEST EDITION).

GENERAL IN-WATER WORKING CONDITIONS:

1. ALL VESSELS ASSOCIATED WITH THE CONSTRUCTION PROJECT SHALL ALWAYS OPERATE AT "IDLE SPEED/NO WAKE" WHILE IN THE IMMEDIATE PROJECT AREA.
2. PRIOR TO INITIATING CONSTRUCTION, THE CONTRACTOR SHALL INSTALL TURBIDITY CURTAINS.
3. VESSELS SHALL NOT PROP- OR WHEEL-WASH.
4. MANGROVES: NO IMPACT MAY BE MADE TO THE EXISTING MANGROVES IN THE PROJECT LOCATION.
5. ALL ACTIVITIES MUST BE COMPLETED DURING DAYLIGHT HOURS.

CONDITIONS FOR WORKING AROUND ANIMALS:

1. ALL PROJECT PERSONNEL SHALL BE EDUCATED ABOUT THE PRESENCE OF THE FOLLOWING SPECIES, AS WELL AS THE CONDITIONS FOR WORKING NEAR THESE SPECIES:
   - EASTERN INDIGO SNAKE
   - MANATEES
   - KEMP'S RIDLEY SEA TURTLE
   - HAWKSBILL SEA TURTLE
   - LOGGERHEAD SEA TURTLE
   - LEATHERBACK SEA TURTLE
   - GREEN SEA TURTLE
   - SMALLTOOTH SAWFISH
   - NASSAU GROUPER
   - GIANT MANTA RAY
   - QUEEN CONCH
2. ALL PROJECT PERSONNEL SHOULD PROCEED WITH CAUTION WHEN WORKING WITHIN SMALLTOOTH SAWFISH CRITICAL HABITAT.
   - ANY COLLISION(S) WITH AND/OR INJURY TO ANY SEA TURTLE OR SAWFISH OCCURRING DURING THE CONSTRUCTION OF A PROJECT SHALL BE REPORTED IMMEDIATELY TO NMFS'S PROTECTED RESOURCES DIVISION (PRD) AT (1-727-824-5312) OR BY EMAIL TO TAKEREPORT.NMFSSER@NOAA.GOV AND SAJ-RD-ENFORCEMENT@USACE.ARMY.MIL.
3. ALL ON-SITE PROJECT PERSONNEL ARE RESPONSIBLE FOR OBSERVING WATER-RELATED ACTIVITIES FOR THE PRESENCE OF PROTECTED SPECIES. ALL PERSONNEL SHALL BE ADVISED THAT THERE ARE CIVIL AND CRIMINAL PENALTIES FOR HARMING, HARASSING, OR KILLING ESA-LISTED SPECIES OR MARINE MAMMALS.
   - IF THE DETECTION OF SPECIES IS NOT POSSIBLE DURING CERTAIN WEATHER CONDITIONS (E.G., FOG, RAIN, WIND), THEN IN-WATER OPERATIONS WILL CEASE UNTIL WEATHER CONDITIONS IMPROVE AND DETECTION IS AGAIN FEASIBLE.
   - OPERATION OF ANY MECHANICAL CONSTRUCTION EQUIPMENT, INCLUDING VESSELS, SHALL CEASE IMMEDIATELY IF A LISTED SPECIES IS OBSERVED WITHIN A 50-FT RADIUS OF CONSTRUCTION EQUIPMENT AND SHALL NOT RESUME UNTIL THE SPECIES HAS DEPARTED THE AREA OF ITS OWN VOLITION.
   - IF ANY SEA TURTLES ARE SIGHTED, A MINIMUM DISTANCE OF 150 FT MUST BE MAINTAINED.
   - IF ANY OTHER MARINE MAMMALS SUCH AS DOLPHINS, WHALES, OR PORPOISES ARE SPOTTED A MINIMUM DISTANCE OF 300 FT MUST BE MAINTAINED.
4. ALL PROJECT PERSONNEL SHALL BE INSTRUCTED ABOUT THE PRESENCE OF MANATEES AND MANATEE SPEED ZONES.
5. CONTRACTOR SHALL COMPLY WITH THE "STANDARD PROTECTION MEASURES FOR THE EASTERN INDIGO SNAKE, REVISED AUGUST 2013" DOCUMENT.
6. WHETHER OR NOT EASTERN INDIGO SNAKES ARE OBSERVED DURING CONSTRUCTION ACTIVITIES, A MONITORING REPORT SHOULD BE SUBMITTED TO THE APPROPRIATE USFWS FIELD OFFICE WITHIN 60 DAYS OF PROJECT COMPLETION. THE REPORT CAN BE SENT ELECTRONICALLY TO VEROBEACH@FWS.GOV
7. THE FOLLOWING SIGNS SHALL BE POSTED BY CONTRACTOR DURING CONSTRUCTION:
   - SAVE SEA TURTLE/SAWFISH AND DOLPHIN SIGN (USACE)
   - INDIGO SNAKE POSTER (USFWS)
   - CAUTION BOATERS MANATEE SIGN (FWCC)
   - IDLE SPEED/NO WAKE MANATEE SIGN (FWCC)
8. CONTRACTOR SHALL FOLLOW THE NOAA FISHERIES PROTECTED SPECIES CONSTRUCTION CONDITIONS.

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— An Apex Company —
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E.R. #642 & L.B. #642

JORDAN LEVI VARBLE, PE
FL License No. 81414

SANIBEL SLOUGH
LEE COUNTY, FLORIDA

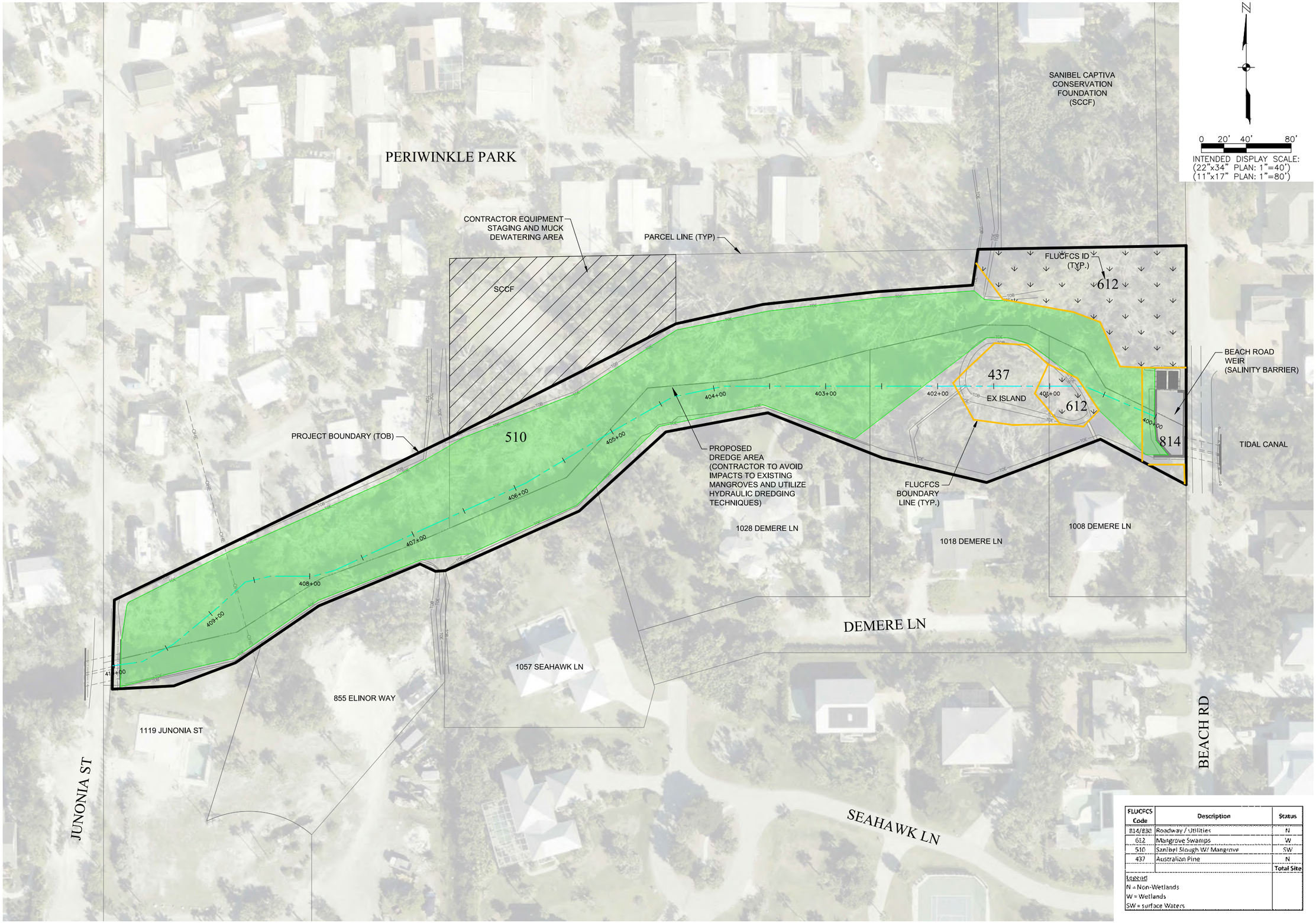
REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

GENERAL NOTES & ABBREVIATIONS

SHEET NUMBER
C02



FLUCFCS Code	Description	Status
814/830	Roadway / Utilities	N
612	Mangrove Swamps	W
510	Sanibel Slough W/ Mangrove	SW
437	Australian Pine	N
		Total Site

Legend
N = Non-Wetlands
W = Wetlands
SW = surface Waters

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561
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SANIBEL SLOUGH
LEE COUNTY, FLORIDA

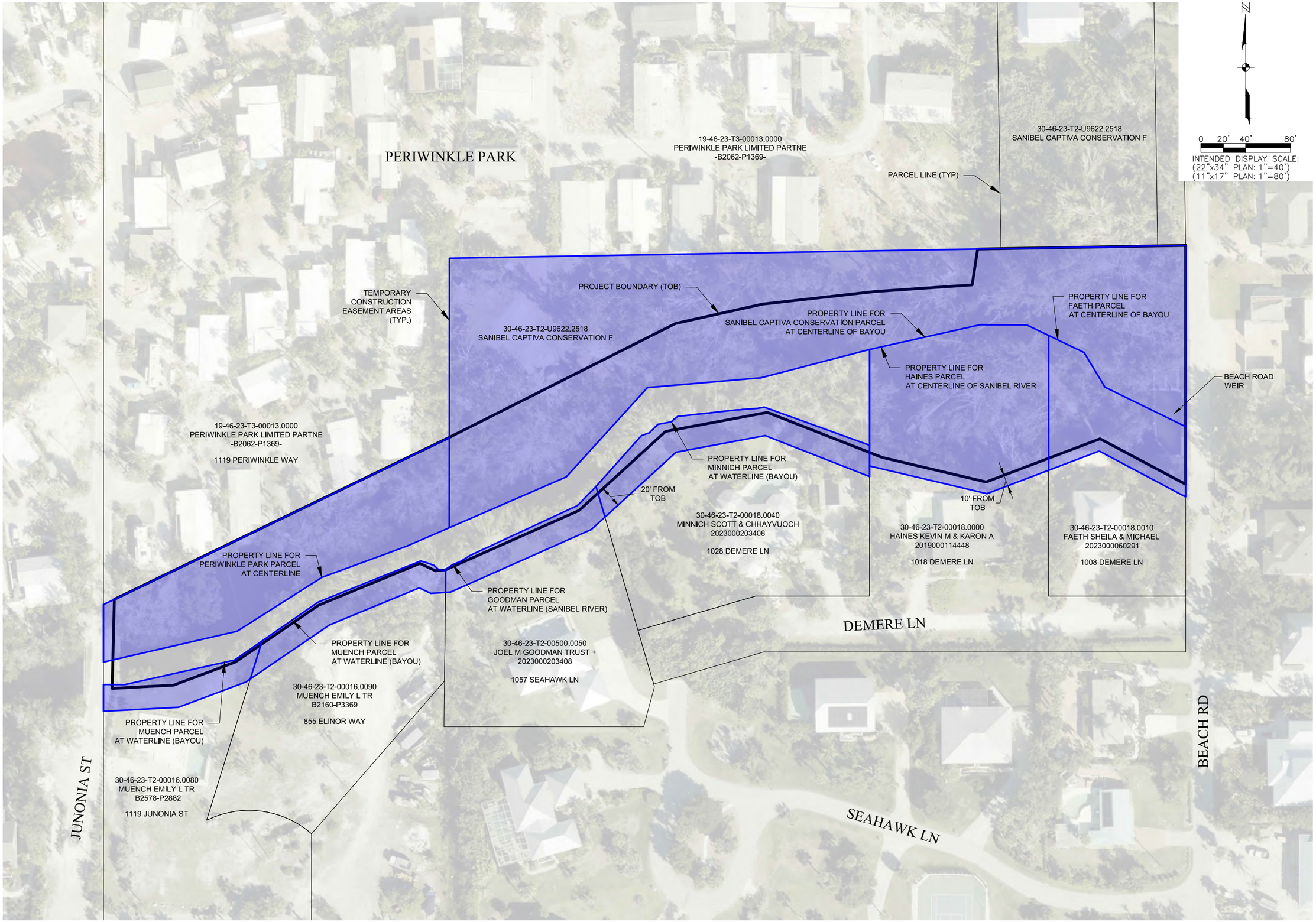
REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

MASTER SITE PLAN WITH FLUCFCS

SHEET NUMBER
C03



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SANIBEL SLOUGH
LEE COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

OWNERSHIP MAP

SHEET NUMBER
C04

PERIWINKLE PARK

SANIBEL CAPTIVA CONSERVATION FOUNDATION (SCCF)

SCCF

PARCEL LINE (TYP)

PROJECT BOUNDARY (TOB)

404+00

405+00

406+00

407+00

408+00

409+00

403+00

402+00

401+00

EX BOARDWALK

EX ISLAND

EX BOARDWALK

BEACH ROAD WEIR (SALINITY BARRIER)

BENCHMARK = SET 3/4" IRON PIPE AND CAP LB #642 ELEV. = +4.25(NAVD88)

TIDAL CANAL

(2) EX 5'x8' BOX CULVERTS
INV (W) = -2.9'
INV (E) = -3.0'

(2) EX 4'x10' BOX CULVERTS
INV (W) = -3.0'
INV (E) = -3.0'

BENCHMARK = SET 3/4" IRON PIPE AND CAP LB #642 ELEV. = +3.00(NAVD88)

1119 JUNONIA ST

855 ELINOR WAY

1057 SEAHAWK LN

1028 DEMERE LN

1018 DEMERE LN

1008 DEMERE LN

DEMERE LN

BEACH RD

JUNONIA ST

SEAHAWK LN

N

0 20' 40' 80'

INTENDED DISPLAY SCALE:
(22"x34" PLAN: 1"=40')
(11"x17" PLAN: 1"=80')

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SANIBEL SLOUGH
LEE COUNTY, FLORIDA

REVISIONS

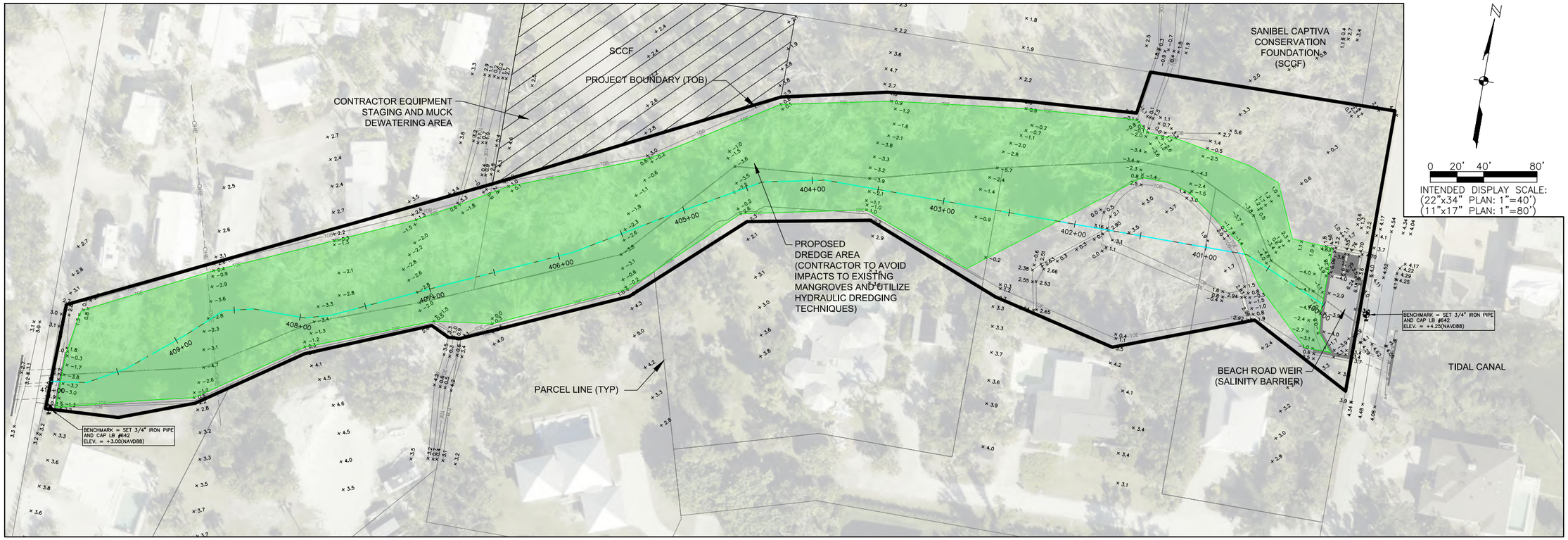
NO.	DESCRIPTION	DATE

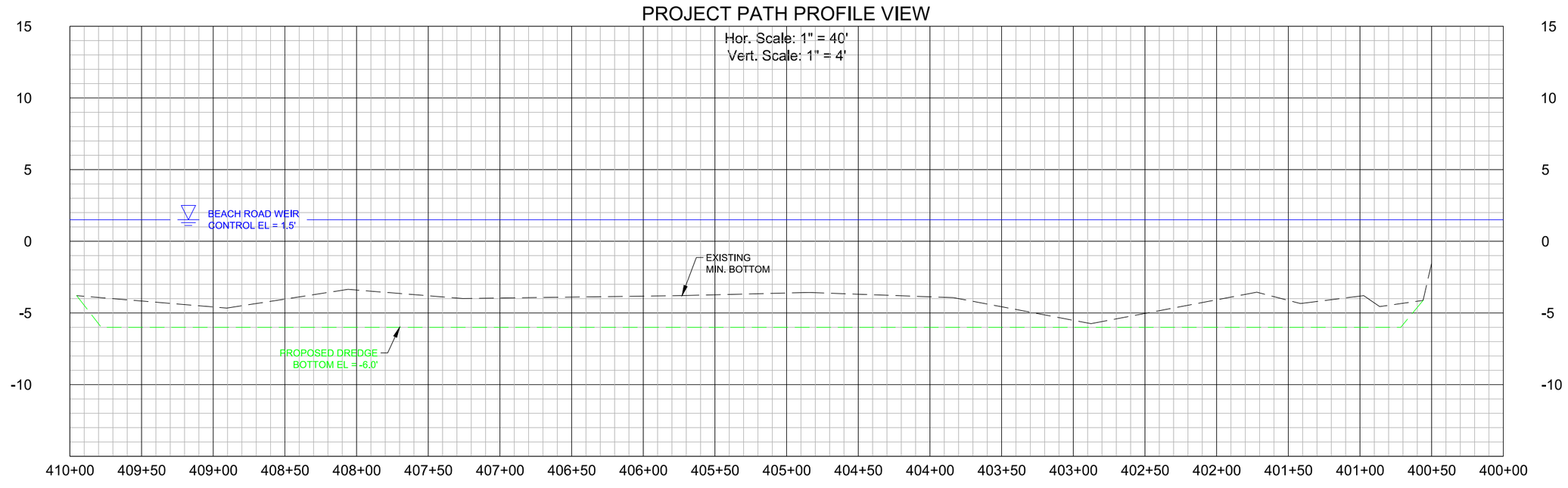
DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

EXISTING CONDITIONS & DEMOLITION PLAN

SHEET NUMBER

C05





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LEE COUNTY, FLORIDA

REVISIONS

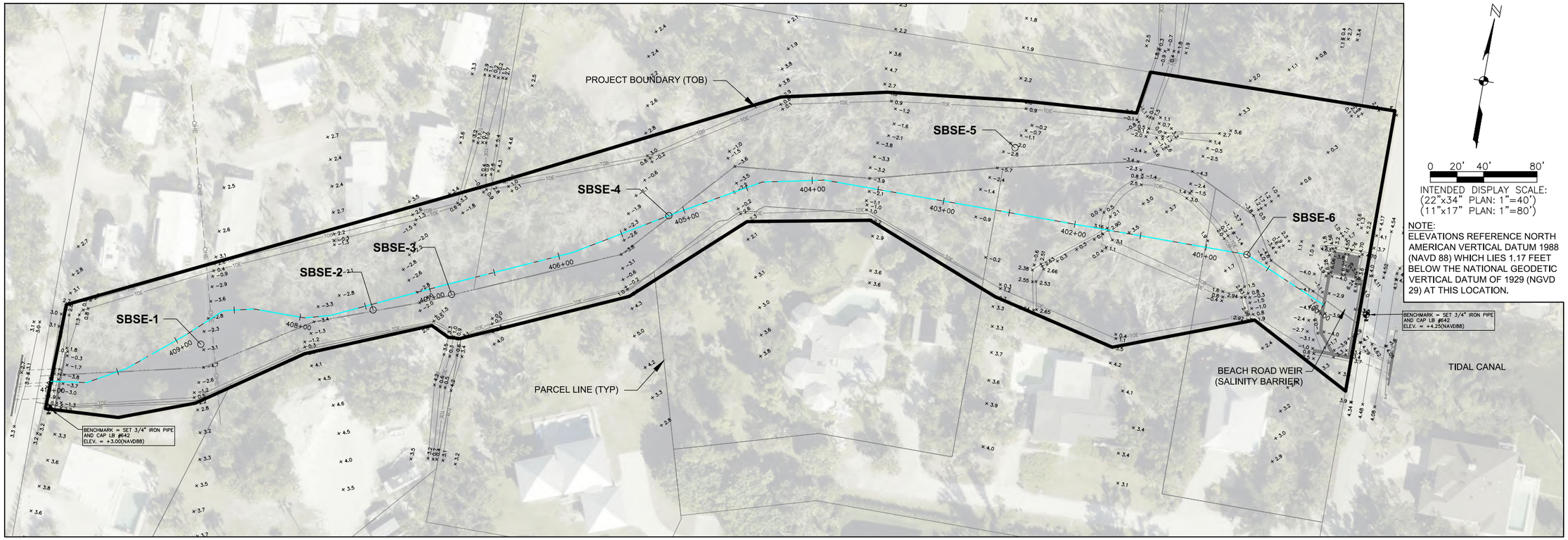
NO.	DESCRIPTION	DATE

DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

PLAN AND PROFILE

SHEET NUMBER
C06

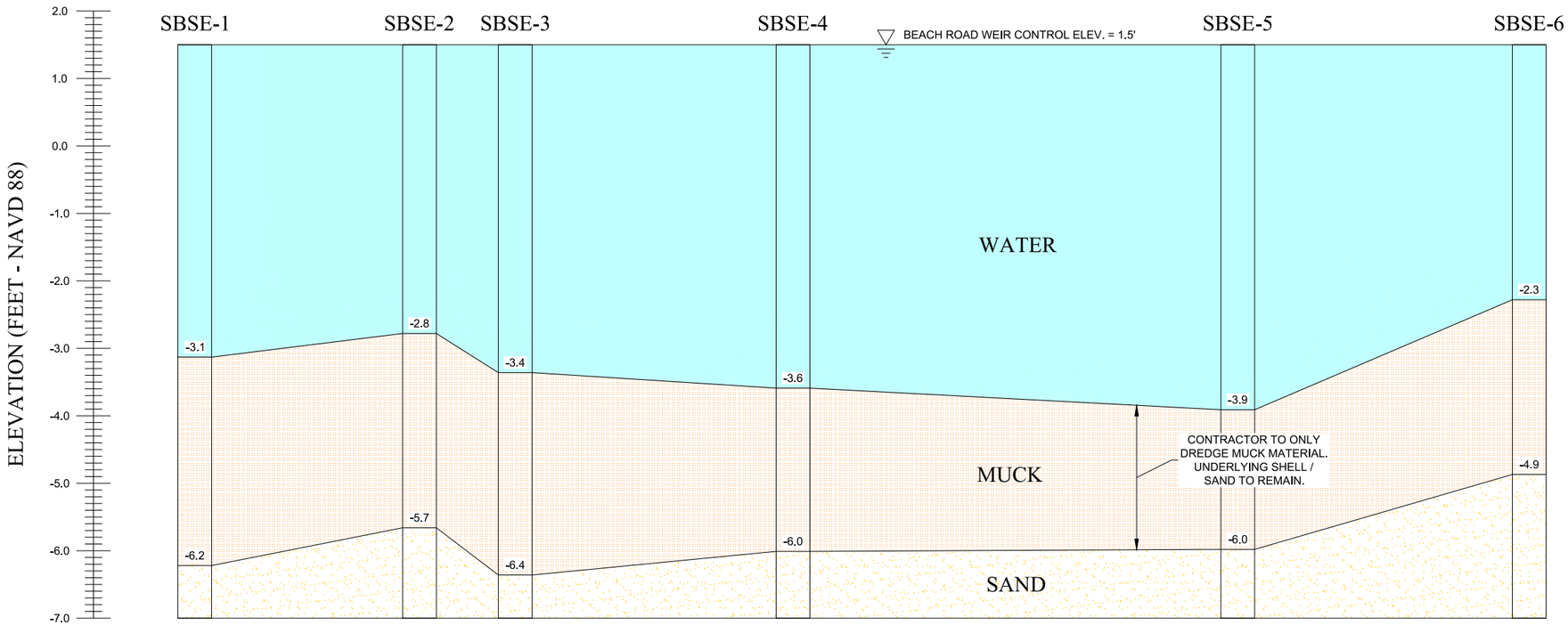
\\ftms01\Drawings\2021\20214111-009\Engineering\Drawings\D0\214111-009-SITE.dwg (C06 - P&P) Alex.Kerr Nov 13, 2025 - 9:13am



0 20' 40' 80'

INTENDED DISPLAY SCALE:
(22"x34" PLAN: 1"=40')
(11"x17" PLAN: 1"=80')

NOTE:
ELEVATIONS REFERENCE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) WHICH LIES 1.17 FEET BELOW THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) AT THIS LOCATION.



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SANIBEL SLOUGH
LEE COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

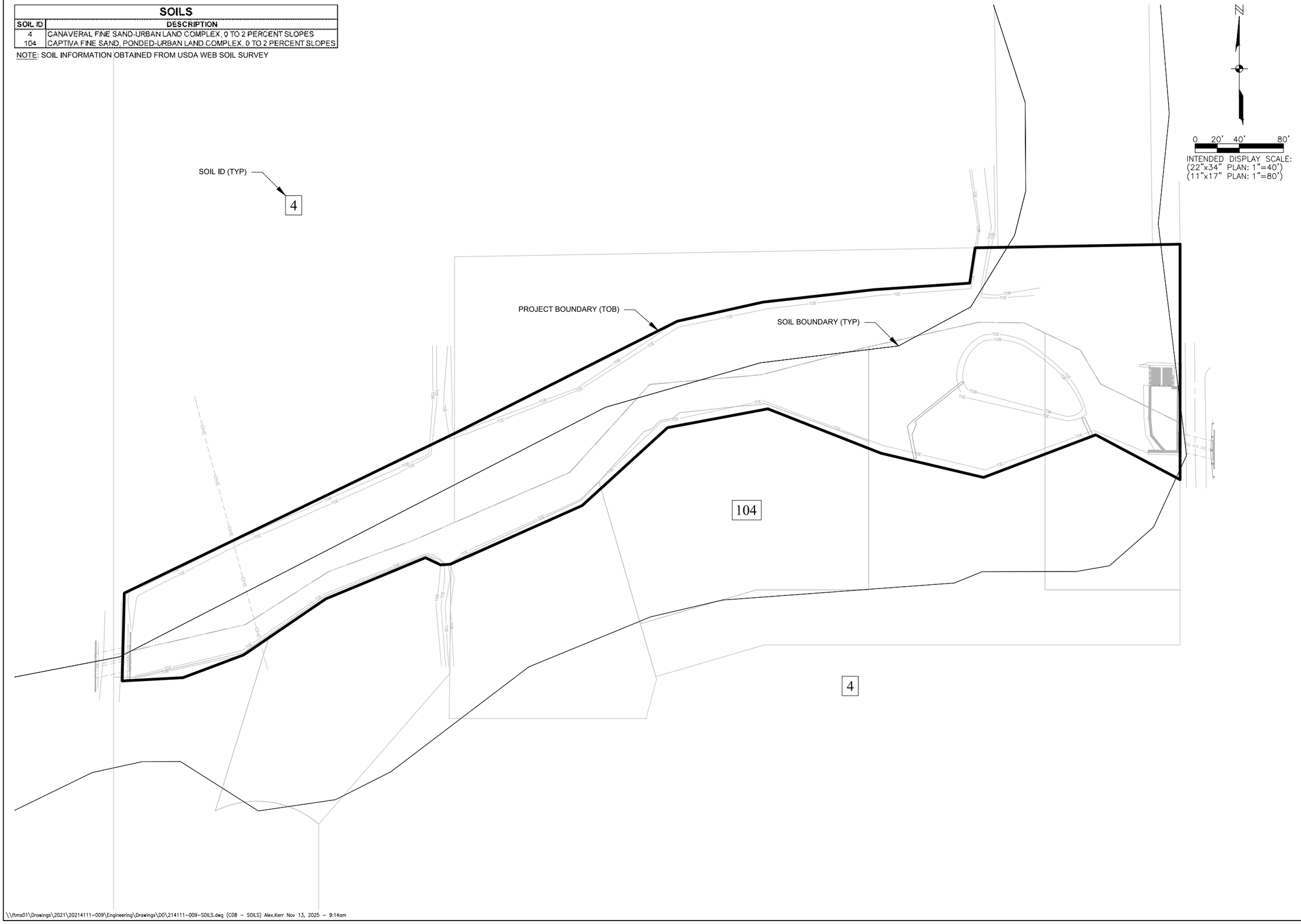
DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

SEDIMENT CORE SAMPLE PROFILES

SHEET NUMBER
C07

SOILS	
SOIL ID	DESCRIPTION
4	CANAVERAL FINE SAND-URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES
104	CAPTIVA FINE SAND, PONDED-URBAN LAND COMPLEX, 0 TO 2 PERCENT SLOPES

NOTE: SOIL INFORMATION OBTAINED FROM USDA WEB SOIL SURVEY



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SANIBEL SLOUGH
LEE COUNTY, FLORIDA

REVISIONS

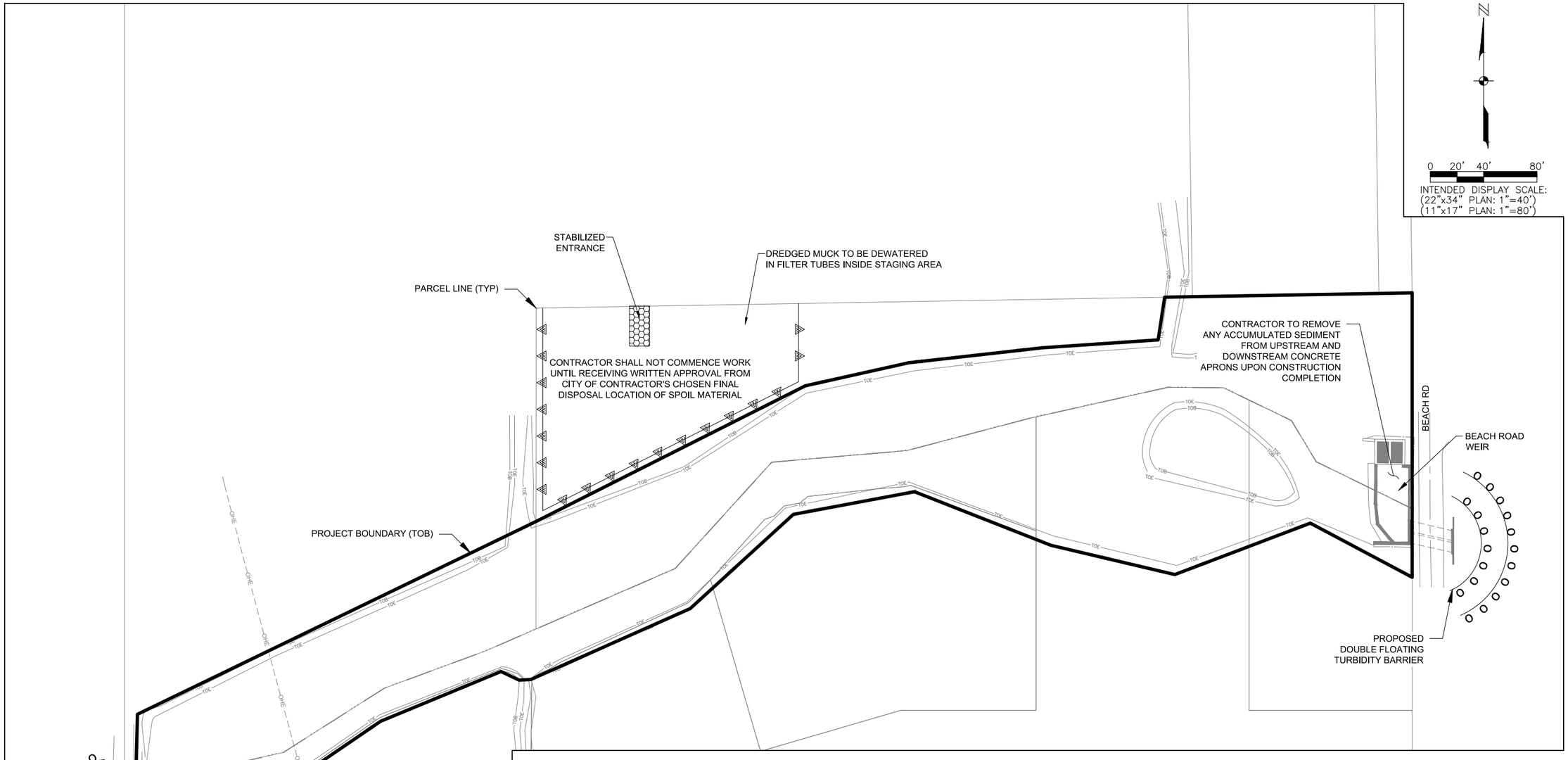
NO.	DESCRIPTION	DATE

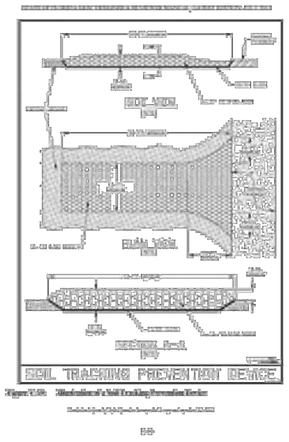
DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

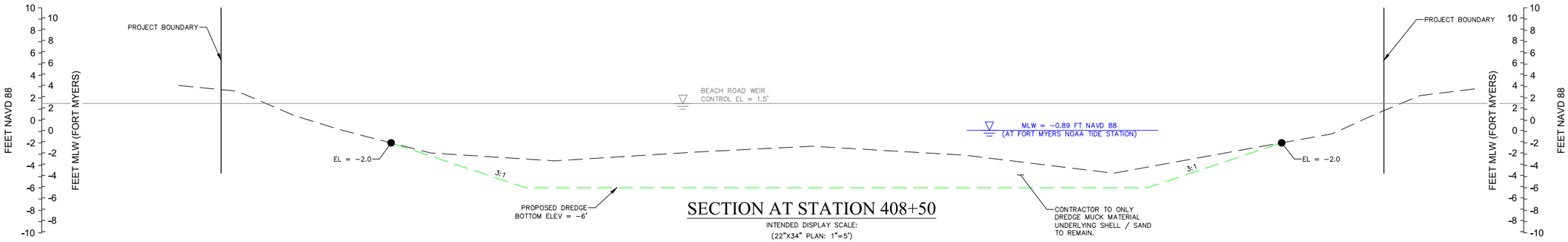
SOILS MAP

SHEET NUMBER

C08

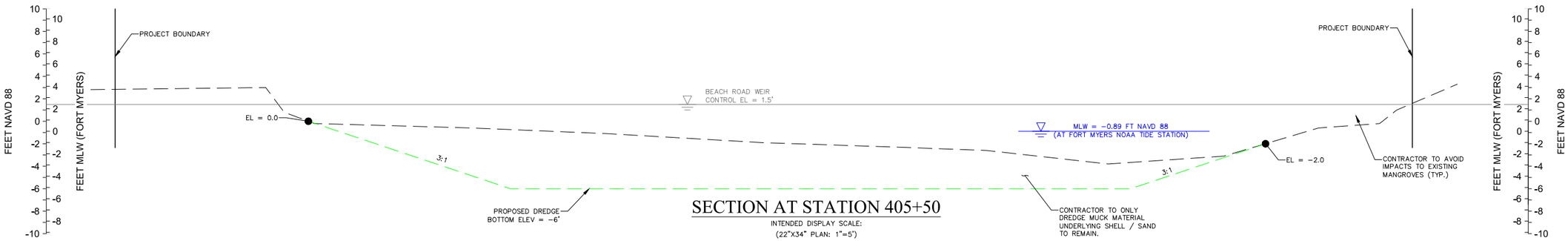



SILT FENCE
SILT FENCE
SILT FENCE
SEDIMENT TRAP
SEDIMENT TRAP
SEDIMENT TRAP



SECTION AT STATION 408+50

INTENDED DISPLAY SCALE:
(22"X34" PLAN: 1"=5')
(11"x17" PLAN: 1"=10')



SECTION AT STATION 405+50

INTENDED DISPLAY SCALE:
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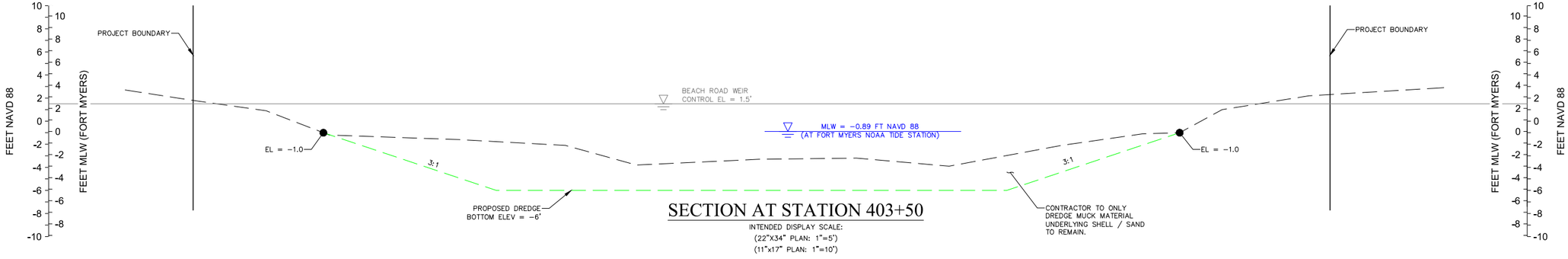
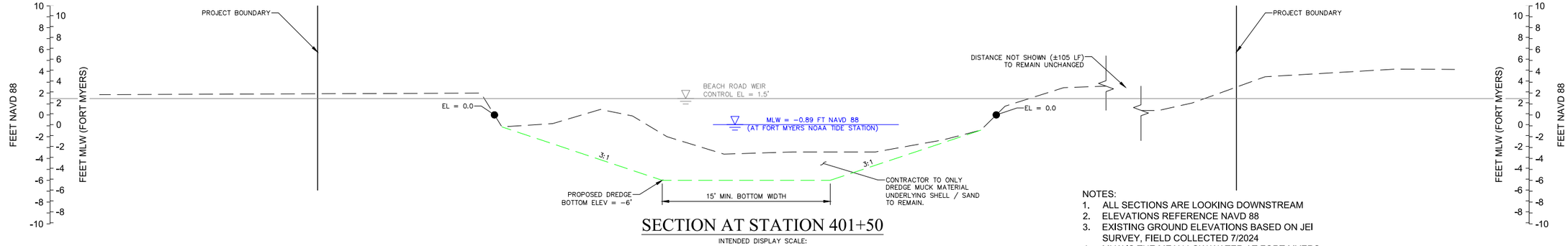
(11"x17" PLAN: 1"=10')



SECTION AT STATION 403+50

INTENDED DISPLAY SCALE:
(22"X34" PLAN: 1"=5')
(11"x17" PLAN: 1"=10')



SECTION AT STATION 401+50

INTENDED DISPLAY SCALE:
(22"X34" PLAN: 1"=5')
(11"x17" PLAN: 1"=10')

NOTES:
1. ALL SECTIONS ARE LOOKING DOWNSTREAM
2. ELEVATIONS REFERENCE NAVD 88
3. EXISTING GROUND ELEVATIONS BASED ON JEI SURVEY, FIELD COLLECTED 7/2024
4. MLW IS THE MEAN LOW WATER AT FORT MYERS NOAA STATION 8725520

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SANIBEL SLOUGH
LEE COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

SECTIONS

SHEET NUMBER
C10

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
NATIONAL MARINE FISHERIES SERVICE
Southeast Regional Office
263 13th Avenue South
St. Petersburg, FL 33701

SEA TURTLE AND SMALLTOOTH SAWFISH CONSTRUCTION CONDITIONS

The permittee shall comply with the following protected species construction conditions:

a. The permittee shall instruct all personnel associated with the project of the potential presence of these species and the need to avoid collisions with sea turtles and smalltooth sawfish. All construction personnel are responsible for observing water-related activities for the presence of these species.

b. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing sea turtles or smalltooth sawfish, which are protected under the Endangered Species Act of 1973.

c. Siltation barriers shall be made of material in which a sea turtle or smalltooth sawfish cannot become entangled, be properly secured, and be regularly monitored to avoid protected species entrapment. Barriers may not block sea turtle or smalltooth sawfish entry to or exit from designated critical habitat without prior agreement from the National Marine Fisheries Service's Protected Resources Division, St. Petersburg, Florida.

d. All vessels associated with the construction project shall operate at "no wake/idle" speeds at all times while in the construction area and while in water depths where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will preferentially follow deep-water routes (e.g., marked channels) whenever possible.

e. If a sea turtle or smalltooth sawfish is seen within 100 yards of the active daily construction/dredging operation or vessel movement, all appropriate precautions shall be implemented to ensure its protection. These precautions shall include cessation of operation of any moving equipment closer than 50 feet of a sea turtle or smalltooth sawfish. Operation of any mechanical construction equipment shall cease immediately if a sea turtle or smalltooth sawfish is seen within a 50-ft radius of the equipment. Activities may not resume until the protected species has departed the project area of its own volition.

f. Any collision with and/or injury to a sea turtle or smalltooth sawfish shall be reported immediately to the National Marine Fisheries Service's Protected Resources Division (727-824-5312) and the local authorized sea turtle stranding/rescue organization.

g. Any special construction conditions, required of your specific project, outside these general conditions, if applicable, will be addressed in the primary consultation.

Revised: March 23, 2006
O:\forms\Sea Turtle and Smalltooth Sawfish Construction Conditions.doc

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

JOHNSON ENGINEERING
— An Apex Company —
JOHNSON ENGINEERING, LLC.
2122 JOHNSON STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 334-0046
E.R. #642 & L.B. #642

JORDAN LEVI VARBLE, PE
FL License No.: 81414

SANIBEL SLOUGH
LEE COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER 2025
PROJECT NO. 20214111-009
FILE NO. 02-46-21
SCALE: AS SHOWN

ENVIRONMENTAL PROTECTION DETAILS

SHEET NUMBER
C11

City of Sanibel

ADDENDUM NO. 1
April 10, 2026

RE: Sanibel Slough Hydraulic Dredging Project (ITB-NR-1-2026/BS) Proposal due date: May 07, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: I reviewed the Bid documents and permits for the project listed above and saw that the permits left the determination of the dredge methodology up to the City. Why did the City limit this work to hydraulic dredging only? It seems you have a staging location close enough to the water that access could be found to complete this project mechanically. Would the city entertain bid submittals if the contractor's methodology is mechanical dredging?

Response No. 1: Condition #12 of the FDEP permit states: “The dredge material shall be hydraulically dredged and pumped into a geotextile dewatering tubes located at the approved upland disposal location at (No Named Address) Parcel ID #30-46-23-T2-U9622.2518. Sanibel, Florida 33957, in Section 2, Township 46 South, Range 21 East, in Lee County.” The City cannot entertain bid submittals using mechanical dredging methodology.

Question No. 2: Also, How much of the identified Muck Dewatering area can be cleared for material storage? I'm not sure if that space is large enough to hold a 5,000+ CY hydraulic dredge operation. Dewatering and removing the material will take much longer than dredging it which means lots of downtime for the hydraulic dredge as it waits for haul out.

Response No. 2: No, the staging areas shown on the plans may not be expanded/cleared as they are on private property (via Right of Entry Agreements) that is not owned by the City. However, the Contractor may choose to approach one or more owners of adjacent vacant properties to request permission to utilize additional area for dewatering activities. Acceptability of this is subject to City receiving written approval from the property owner and is subject to approval by the Florida Department of Environmental Protection.

Question No. 3: Does the City have a disposal location that is a pass through cost to the contractor?

Response No. 3: No, the City does not have a disposal site. All material must be hauled off-island and disposed of at an approved site identified by the contractor. . It is the Contractor's responsibility to provide in writing a proposed offsite disposal location which is subject to approval by the Florida Department of Environmental Protection, per Permit Specific Condition No. 5.

Question No.4: Is there an estimated value (dollar amount) for the project? Possibly something that the company you contracted can provide?

Response No.4: The City has been awarded to grants to complete the project, and the remaining budget for construction is $1,734,401.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-NR-1-2026/BS remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City of Sanibel

ADDENDUM NO. 2
April 15, 2026

RE: Sanibel Slough Hydraulic Dredging Project (ITB-NR-1-2026/BS) Proposal due date: May 07, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Drawing C09, Erosion Control Plan, The Silt fence, soil tracking prevention device, and turbidity barrier call outs are grainy and not legible. Can you get the engineer to send an updated drawing

Response No. 1: Please see the enclosed Sheet C09.

Question No. 2: What is the best address to use to locate the staging area?

Response No. 2: The parcel strap numbers are 30-46-23-T2-U9622.2518 (no address), 30-46-23-T2-00016.0090 (855 Elinor Way), 30-46-23-T2-00016.0410 (845 Elinor Way), and 30-46-23-T2-00016.0080 (1119 Junonia Street).

Question No. 3: Will we be allowed to use chemical programs that are acceptable by the state?

Response No. 3: Chemical programs for coagulation–flocculation may be acceptable, subject to City receiving a detailed plan from Contractor and receiving written approval of the plan from the Florida Department of Environmental Protection.

Question No.4: Are we allowed to clear trees at the staging area?

Response No.4: No, the staging areas shown on the plans may not be expanded/cleared as they are on private property (via Right of Entry Agreements) that is not owned by the City.

Question No.5: Are we allowed to clear dead trees that are hanging in the slough?

Response No.5: Yes, but at no point should root systems of the trees be removed, unless already uprooted from the ground. Cutting back of dead limbs or flush cutting dead trunks is permissible.

Question No. 6: Can the engineering firm provide a particle size analysis for the muck?

Response No. 6: Please see the enclosed Geotechnical Engineering report for the project.

Question No. 7: Specification No. 1.06-C, 120 Calendar Days" Does the 120 Cal. Days present Substantially Complete or Finial Completion including any Punch List Items

Response No. 7: Final completion

Question No. 8: Specification N. 1.20-C, Mangrove Impact" Since there is no way of knowing how much trimming (Cost) will be required till work is underway, in order to make all bids equal, that an allowance be added as a Bid Item for any required Mangrove Impact

Response No. 8: Dredging is to be focused within the central channel of the slough, which does not contain mangroves. Mangroves are only present on the banks of the Slough and we do not anticipate any impacts to occur. However, it is contractor's responsibility to visit the site to determine what trimming may be necessary. The City of Sanibel is a State (FDEP) delegated authority to regulate all mangrove trimming and removal within City limits. Any mangrove impacts would require prior approval from the City and restoration per City regulations, at the sole cost of the Contractor. Additionally, the City's grant agreement with FDEP requires any impacts to the shorelines will require regrading and restoration with native plants.

Question No. 9: Technical Specification Item 7 " Item TS-7 state's that Dredging shall be Hydraulic not Mechanical, but USACE Permit # SAJ-2025-00223(LP-SJF) Page 1 states Mechanical Dredging is proposed vis Hydraulic Dredging. Which is correct.

Response No. 9: Hydraulic dredging is required per the FDEP permit.

Question No. 10: Construction Commencement Notice" Does Contractor file the Notice of Commencement or does the Owner. Page 7, of 12, Item 4, FDEP Permit No. 457045-001 E1

Response No. 10: The Owner will submit the Construction Commencement Notice to FDEP for this permit.

Question No. 11: "Dredge Material Haul Off " Has Dredge Material (Haul Off) been tested for any contaminates (Example: Arsenic, Asbestos, Etc.) this will determine where material can be disposed of.

Response No. 11: No, it has not been tested for contaminants.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.

b. All other terms, conditions and specifications of ITB-NR-1-2026/BS remain the same.

c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City of Sanibel

ADDENDUM NO. 3
April 21, 2026

RE: Sanibel Slough Hydraulic Dredging Project (ITB-NR-1-2026/BS) Proposal due date: May 07, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Follow-up to Mandatory Pre-Bid Conference on 04/17/2026

1. The temporary construction easements and right of entry agreements have been provided
2. I have confirmed with Public Works that the road that crosses over the Sanibel Slough does not have a published weight limit. The crossing is a double 4'x10' concrete box culvert. Contractors to use caution prior to use of the bridge. See screenshot for the road crossing being referenced.

3. The acreage of the three parcels for staging to the south of the Slough is approximately 1.3 acres. See the revised plan set for additional information.

4. Here is the language in the code regarding hours on construction on Sanibel: “Construction or repairing of buildings, etc. The erection, demolition, alteration, or repair of any building, or any excavation, other than between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday, except for emergency work or in case of urgent necessity in the interest of public health and safety and only when approved by the city manager. When the city has declared a state of local emergency related to a natural or manmade disaster, the city council may amend the hours for construction or repairing of buildings via resolution or by mayoral proclamation.” It is possible allow work on Sundays, but it would have to be approved by the City Manager and/or City Council.
5. The owner of Periwinkle Park, David Muench, has asked that anyone visiting the site prior to bid submission enter the Park through the main gate off of Periwinkle Way.
6. For the geotechnical report on grain size, it documents the percentage of particles passing through the sieve.
7. Sediment nutrient results are now available.
8. Sampling for contaminants for the purposes of determining where the muck can be disposed of will be the responsibility of the contractor.
9. The contractor will be responsible for submitting a Notice of Intent (NOI) to obtain a Construction Generic Permit (CGP) from FDEP for dewatering operations on parcels noted for project staging/dewatering.
10. Turbidity monitoring is the responsibility of the contractor. It is not required that a third party perform the monitoring.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.

b. All other terms, conditions and specifications of ITB-NR-1-2026/BS remain the same.

c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City of Sanibel

ADDENDUM NO. 4
April 23, 2026

RE: Sanibel Slough Hydraulic Dredging Project (ITB-NR-1-2026/BS) Proposal due date: May 07, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: The latest addendum states online item #8 that "Sampling for contaminants for the purposes of determining where the muck can be disposed of will be the responsibility of the contractor." - If contaminants are found to be in the muck, the water will have to be filtered and decontaminated before being reintroduced back into the slough. Will the city accept a change order for the decontamination process or is that another responsibility born onto the contractor?

Response No. 1: If contaminants are found in the dredge material and regulatory agencies require the water to be filtered and decontaminated before being reintroduced back into the slough, such costs may be considered through a change order.

Question No. 2: Line #7 " Sediment nutrient results are now available" where are these results in the documents?

Response No. 2: Per the City's grant agreement with FDEP, we are required to quantify the pounds on nitrogen and phosphorus within the muck dredged from the soil. Sediment core samples were obtained, and the concentrations of N and P were quantified. At the end of the project, we will determine pounds removed once we know the volume of muck removed. This is a reporting requirement that the City will handle. However, during the pre-bid meeting there was a request from a contractor to share the sediment sampling results. The results are reported in cross section at the bottom, adjacent to each core sample, and are reported in $\mu g/cm^3$.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-NR-1-2026/BS remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City of Sanibel

ADDENDUM NO. 5
April 30, 2026

RE: Sanibel Slough Hydraulic Dredging Project (ITB-NR-1-2026/BS) Proposal due date: May 07, 2026 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: After a recent site visit, over 75% of the dredge cut is filled with live and dead mangroves. Between station 404+00 and 405+00, the canal is completely closed off by living and established mangroves. See attached photo for proof. In multiple places where the cut is 40+ feet wide, less than 10 feet of canal is open and 8 feet of that is the bank. If live mangroves cannot be impacted and we are required to stay 5 feet off of mangrove roots, how is the dredge volume being calculated? It should be closer to 1000 cubic yards, and the dredging will not continuous. The canal dredging will be broken up and sediment shelfs will be left throughout the template.

Response No. 1: Live mangroves impeding the dredge area may be trimmed in accordance with CITY code or section no more than 25% of the areal extent of the foliage on a tree. Mangrove alteration (i.e. removal, destruction, or defoliation of a tree) is not authorized by the FDEP permit. A line item for removal of dead vegetation and man-made hurricane debris has been added. Bidders must complete the revised bid sheet that has been provided.

Impacts to live vegetation other than mangroves on the shoreline should be avoided to the extent practicable. The contractor will be responsible for any required bank restoration to comply with the FDEP grant agreement requirement that “The Slough banks will be restored through bank contouring/grading and native vegetation installation as needed.”

Question No. 2: Can the city revise and if necessary, pull additional permits so the contractor launch a mechanical barge and clear a 20’-25’ path from one end of the template to the other? I don’t see how this project is doable or needed without

removing all the dead mangroves, live mangroves(within the 20-25' channel), and hurricane debris. A decent hydraulic dredge is at least 15-25 feet wide for reference.

Response No. 2: Please refer to Answer 1.

Question No. 3: How can the contractor meet the cities deadline and beat the peak of hurricane season without an existing mangrove removal plan?

Response No. 3: Please refer to Answer 1.

Question No.4: There is roughly 80-85 working days in a 120-day contract period. Take away 10 days for mobilization and site prep,10 days for restoration, 15-20 days for hauling, 3-5 days for weather, and multiple days for equipment issues, you are roughly left with 30-40 days to dredge 5500 cubic yards that is loaded with vegetation, hurricane debris, and clearance issues. No days were included to remove dead and live mangroves. I see most or all the contractors struggling to meet this deadline. Can this be lengthened to get more competitive bids?

Response No.4: Yes-we will extend to 150 days. Timeframe is limited by grant agreements with FDEP & EPA; both grant terms expire on 12/31/2026.

Question No.5: There is a large section of mangroves stretching the almost the length of the slough and in the center of the slough. Equipment will not be able to dredge unless some of these mangroves are removed. These mangroves are not reflected on the plans. Will the city allow us to remove them?

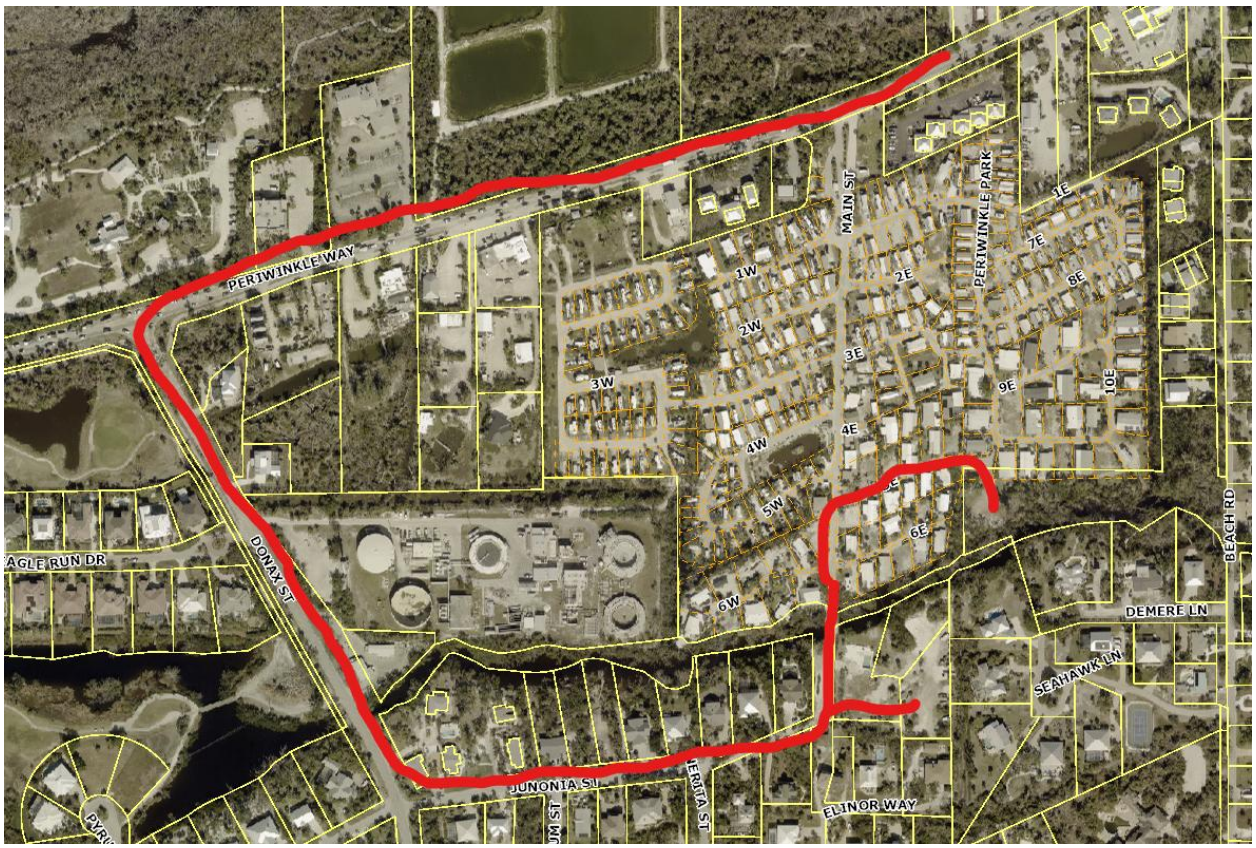
Response No.5: Please refer to Answer 1.

Question No.6: After conducting an onsite inspection of the project, the amount of dead mangroves, dead/fallen trees, trash, and debris within the dredge limits is quite abundant. Will mechanical removal with amphibious equipment be allowed? And would the city be open to adding a line item for this scope of work?

Response No.6: Please refer to Answer 1

Question No.7: Can the city share the anticipated truck route through the campground?

Response No.7: The best route of access is Periwinkle Way to Donax Street to Junonia Street. See map below.



Question No.8: Does the city have any further bathymetric survey data to confirm dredge quantities? (we ask this question as after inspecting the site the allowable dredge area that is not impacted by mangroves had sufficient water depths)

Response No.8: The most recent bathymetric survey is contained on Sheet CO5 of the engineering plans. The dredge quantity of muck material assumes a 1,000-foot river distance end to end, 40-foot bottom width (15-foot minimum) at elevation -6 feet, 3:1 side slopes up to approximate elevation -3 feet.

Question No.9: In the northern dewatering area, there where trucks/equipment on the property as well as a pile of shell. Will the contractor have to coordinate around these items?

Response No.9: No, equipment and materials stored on the property will be removed/relocated prior to commencement.

A. ACKNOWLEDGEMENT OF ADDENDA

a. The Bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of bid.
b. All other terms, conditions and specifications of ITB-NR-1-2026/BS remain the same.
c. Receipt acknowledged by:

_____

Authorized Signature & Date Signed

_____

Title

_____

Name of Firm

City Fiscal Year runs from October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024

Base Bid – Sanibel Slough Dredging Project					
Bid Item	**Description**	**Unit**	**Est. Quantity**	**Unit Price**	**Total Price**
1	Mobilization and Demobilization	LS	1		
2	Erosion, Sediment, & Turbidity Controls	LS	1		
3	Dredging to -6 ft NAVD 88	CY	5,455		
4	Material Handling, Transportation, and Disposal Off Island	CY	5,455		
5	Work Site Restoration	LS	1		
6	Dead vegetation removal and man-made hurricane debris removal	LS	1		
7	Live mangrove Trimming alterations, i.e., removal, destruction, and defoliation, are not authorized.	LS	1		
Base Bid - Total for bid items 1 through 5 used for low bidder award (enter this amount on proposal page 1, P-1)=					

AGENDA MEMORANDUM *Natural Resources Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Dana Dettmar, Environmental Biologist
Holly Milbrandt, Natural Resources Director

Date: May 15, 2026

SUBJECT: APEX Engineering Professional Services Proposal for Construction Oversight of Sanibel Slough Stormwater Capacity and Water Quality Improvement Project

BACKGROUND: The Florida Department of Environmental Protection (FDEP) and the Environmental Protection Agency (EPA) awarded grant funding to the City of Sanibel to complete dredging in the eastern most portion (Beach Road to Elinor Way) of the Sanibel Slough in effort to improve stormwater capacity within the system as well as improve water quality to meet nutrient reduction targets in accordance with the State's Total Maximum Daily Load (TMDL) assigned to the Slough. This dredging project was identified in the draft 2018 Stormwater Master Plan Update.

Utilizing the City's library of consultants approved by City Council on October 3, 2023, the City requested a Professional Services Proposal from APEX Engineering (formerly Johnson Engineering) to provide construction oversight services to observe progress of the work and ensure substantial conformance with the terms of the contract documents. FDEP Grant Agreement LPA0679 provides $65,550.00 in Task 3 for Project Management, which will cover the cost of construction oversight by APEX Engineering.

FUNDING SOURCE: FDEP Grant Agreement LPA0679 in the amount of $1,000,000 for design, permitting, project management, and construction.

	Funding Source		
	FDEP	**EPA**	**TOTAL**
Grant Award	$1,000,000.00	$1,000,000.00	
Task			
Pre-Construction	$200,049.00	$0.00	$200,049.00
Construction Oversight	$65,550.00	$0.00	$65,550.00
Construction	$734,401.00	$235,599.00	$970,000.00
TOTAL	$1,000,000.00	$235,599.00	$1,235,599.00

RECOMMENDED ACTION: Staff recommends that City Council approve the Professional Services proposal submitted by APEX Engineering for construction oversight services for the Sanibel Slough Stormwater Capacity and Water Quality Improvement Project in the amount of $65,550.00 and authorize the City Manager to execute the agreement.

JOHNSON ENGINEERING
— An Apex Company —

CITY OF SANIBEL
Construction Engineering Inspection (CEI) of Sanibel Slough Dredging Project
Approval of Professional Services Proposal by Johnson Engineering, LLC

This agreement constitutes a work order made through and under the Professional Services Agreement between City of Sanibel (CITY) and Johnson Engineering, LLC (CONSULTANT) for professional services dated May 4th, 2021, the terms and conditions of which are still in full force and effect, except as modified herein.

Services not set forth, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any service not specifically identified and/or otherwise described in this Proposal.

SCOPE OF SERVICES

PROFESSIONAL SERVICE OF THE CONSULTANT:

CITY has received State appropriations for dredging a portion of the Sanibel Slough to increase stormwater conveyance capacity and improve water quality. With the project's design and permitting phase complete, CITY seeks to contract for professional consulting services with CONSULTANT to provide construction engineering inspection services for the "Sanibel Slough Dredging Project" which will be constructed by a Contractor selected by CITY through the public bid process. The project focus area is shown in **Figure 1**.

Task 1 – Construction Engineering Inspection (CEI) Services
CONSULTANT will provide CEI services during construction as outlined in Exhibit B. CONSULTANT shall provide qualified construction inspection staff to observe the progress of the work to determine if it is in substantial conformance with the terms of the Contractor's contract documents. Inspections are not intended to be exhaustive or extend to every aspect of the work. CONSULTANT shall monitor the progress as necessary to verify quantities requested for payment in the Contractor's pay request(s). The anticipated construction duration is 120 days.

Figure 1. Sanibel Slough Dredging Project Location Map.

Johnson Engineering, LLC
2122 Johnson Street
Fort Myers, FL 33901

JOHNSON ENGINEERING
— An Apex Company —

SUB-CONSULTANT SERVICES:
Not anticipated at this time.

SCHEDULE
The scope of services will be performed in accordance with the following schedule:

Task 1 – Construction Engineering Inspection (CEI) Services – to be completed within **180** days of notice to proceed.

COMPENSATION
The Price Proposal submitted by CONSULTANT attached hereto as Exhibit A is accepted and summarized as follows:

Definitions:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the portion of the total services actually completed at the time of billing.

Time and Materials (T&M): For the actual hours expended by the CONSULTANT's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position on the CONSULTANT's standard billing rate schedule set forth in the Master Contract. For the services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the amount billed to CONSULTANT therefore times a factor of 1.10. The amount payable for Reimbursable Expenses will be the charge actually incurred by or imputed cost allocated by CONSULTANT, therefore times a factor of 1.10.

Estimated Fees: CONSULTANT's estimate of the amount that will become payable for Services (including CONSULTANT's Sub-Consultants and reimbursable expenses) is only an estimate for planning purposes, is not binding on the parties and is not the maximum amount payable to CONSULTANT for the services under this Agreement. Notwithstanding the fact that the estimated amount for the services is exceeded, CONSULTANT shall receive compensation for all Services furnished or performed under this Agreement.

If it becomes apparent to CONSULTANT at any time before the Services to be performed or furnished under this Agreement are about eighty percent complete that the total amount of compensation to be paid to CONSULTANT on account of these Services will exceed CONSULTANT's estimate, CONSULTANT shall endeavor to give CITY written notice thereof. Promptly thereafter CITY and CONSULTANT shall review the matter of compensation for such Services, and either CITY shall accede to such compensation exceeding said estimated amounts or CITY and CONSULTANT shall agree to a reduction in the remaining services to be rendered by CONSULTANT under this Agreement so that total compensation for such Services will not exceed said estimated amount when such services are complete. The CONSULTANT shall be paid for all services rendered if CONSULTANT exceeds the estimated amount before CITY and CONSULTANT have agreed to an increase in the compensation due to CONSULTANT or a reduction in the remaining services.

JOHNSON ENGINEERING
— An Apex Company —

For the services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Price Proposal", the CITY shall compensate the CONSULTANT as follows:

ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Task 1 – Construction Engineering Inspection (CEI) Services	$65,550.00	LS
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES	**$65,550.00**	**LS**

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the CITY shall compensate the CONSULTANT as follows:

SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
N/A		
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES		

For reimbursable expenses of CONSULTANT, the CITY shall compensate the CONSULTANT as follows:

REIMBURSABLE EXPENSES	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
Airline Fares, hotels, rental car, fuel, courier and express delivery charges, reproduction of plans and reports, photography, field supplies and costs of other materials and/or equipment specifically used for and solely applicable to this project	N/A	N/A
TOTAL COMPENSATION FOR REIMBURSABLE EXPENSES	**N/A**	**N/A**

TOTAL COMPENSATION INCLUDING CONSULTANT'S SERVICES, SUB-CONSULTANT'S SERVICES & REIMBURSABLE EXPENSES	**$65,550.00**	**LS**

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date above.

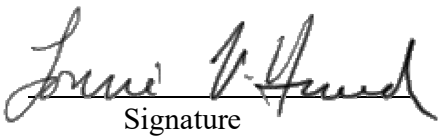
OWNER:	**CONSULTANT:**
CITY OF SANIBEL	**JOHNSON ENGINEERING, LLC**
	
Signature	Signature
By: Dana Souza	By: Lonnie V. Howard
Title: City Manager	Title: Vice President

Exhibit A - Price Proposal

Project Name: City of Sanibel - CEI for Sanibel Slough Dredging Project
Project Number: 20214111-000
Project Manager: Jordan Varble, P.E.
Date: November 18, 2025

	TASK OUTLINE	TOTALS	Professional 7	Professional 5	Professional 4	Technician 5	Technician 3	Technician 2	Field Crew 3-Person	Administrative 3
1	Project Startup and Background	$ 65,550.00	98	44	254	0	48	12	0	14
		$ -	0	0	0	0	0	0	0	0
		$ -	0	0	0	0	0	0	0	0
		$ -	0	0	0	0	0	0	0	0
		$ -	0	0	0	0	0	0	0	0
	TOTAL LABOR HOURS	470	98	44	254	0	48	12	0	14
	LABOR BILLING RATE		$ 190.00	$ 150.00	$ 135.00	$ 120.00	$ 85.00	$ 70.00	$ 170.00	$ 80.00
	TOTAL COST	$ 65,550.00	$ 18,620.00	$ 6,600.00	$ 34,290.00	$ -	$ 4,080.00	$ 840.00	$ -	$ 1,120.00

Materials		COST
	TOTAL MATERIAL COST	$ -

SUMMARY		
	TOTAL LABOR HOURS	470
	TOTAL COST	$ 65,550.00
	TOTAL MATERIAL COST	$ -
	TOTAL PROJECT COST	**$ 65,550.00**

Exhibit B

Exhibit B consisting of **THREE** (**3**) page(s) referred to in the Professional Services Agreement between CITY and CONSULTANT for professional Construction Engineering Inspection (CEI) services for the Sanibel Slough Dredging Project.

Initial:
CITY
CONSULTANT

CONSTRUCTION OBSERVATION SERVICES

General Administration of Construction Contract:

CONSULTANT shall consult with and advise CITY and act as CITY's representative as provided in the Standard General Conditions of the Construction Contract Documents. The extent and limitations of the duties, responsibilities and authority of CONSULTANT as assigned in said Standard General Conditions shall not be modified, except to the extent provided in Exhibit A and except as CONSULTANT may otherwise agree in writing. All of CITY's instructions to Contractor will be issued through CONSULTANT who shall have authority to act on behalf of CITY in dealings with Contractor to the extent provided in this Agreement and said Standard General Conditions except as otherwise provided in writing.

Pre-Construction Meeting: CONSULTANT will attend the pre-construction meeting to review the project scope, discuss project submittals and identify issues that need to be addressed prior to the project starting. CONSULTANT will prepare an Agenda and issue written meeting notes after the meeting.

Visits to Site and Observation of Construction: In connection with observations of the work of Contractor while it is in progress:

CONSULTANT shall make visits to the site at intervals appropriate to the various stages of construction as CONSULTANT deems necessary in order to observe as a design professional the general progress and quality of the various aspects of Contractor's work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Based on information obtained during such visits and such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and CONSULTANT shall keep CITY informed of the progress of such work. The responsibilities of CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations in this Agreement.

CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Clarifications and Interpretations; Field Orders: CONSULTANT shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. CONSULTANT may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

Change Orders and Work Change Directives: CONSULTANT shall recommend Change Orders and Work Change Directives to CITY as appropriate, and shall prepare Change Orders and Work Change Directives as required.

Shop Drawings: CONSULTANT shall review and approve (or take other appropriate action in respect of) Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the design information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Review of a specific item shall not indicate the CONSULTANT has reviewed the entire assembly of which the item is a component. CONSULTANT shall not be responsible for any deviations from the Contract Documents not brought to the attention of the CONSULTANT in writing by the Contractor. CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

Substitutes: CONSULTANT shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

Inspections and Tests: CONSULTANT may require special inspections or tests of the work, and shall receive and review all certificates of inspections, tests and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents. CONSULTANT's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests or approvals comply with the requirements of the Contract Documents. CONSULTANT shall be entitled to rely on the results of such tests.

Disagreements between CITY and Contractor: CONSULTANT shall render the initial decisions on all claims of CITY and Contractor relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. In rendering such decisions, CONSULTANT shall be fair and not show partiality to CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on CONSULTANT's on-site observations as an experienced and qualified design professional and on review of Applications for Payment and the accompanying data and schedules:

CONSULTANT shall determine the amounts that CONSULTANT recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute CONSULTANT's representation to CITY, based on such observations and review, that to the best of CONSULTANT's knowledge, information and belief, the work has progressed to the point indicated, the quality of such work is generally in accordance with the design information Contract Documents (subject to an evaluation of such work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the CONSULTANT's recommendations), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled. In the case of unit price work, CONSULTANT's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment CONSULTANT shall not thereby be deemed to have represented that on-site observations made by CONSULTANT to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Neither CONSULTANT's review of Contractor's work for the purposes of recommending payments nor CONSULTANT's recommendation of any payment (including final payment) will impose on CONSULTANT responsibility to supervise, direct or control such work or for the means, methods,

techniques, sequences or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on CONSULTANT to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any of the work, materials or equipment has passed to CITY free and clear of any liens, claims, security interests or encumbrances, or that there may not be other matters at issue between CITY and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: CONSULTANT shall receive, review and transmit to CITY with written comments maintenance and operating instructions, schedules, Guarantees Bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and approvals, and marked up record documents (including Shop Drawings, Samples and marked-up record Drawings) which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. CONSULTANT's review of such documents will only be to determine generally to the best of CONSULTANT's knowledge, information and belief that their content complies with the requirements of (and in the case of certificates of inspections, tests and approvals that the results certified indicate compliance with) the Contract Documents.

Substantial Completion: Following notice from Contractor that Contractor considers the entire work ready for its intended use, CONSULTANT and CITY, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections of CITY, CONSULTANT considers the work substantially complete, to the best of CONSULTANT's knowledge, information and belief per the conditions above, CONSULTANT shall deliver a certificate of Substantial Completion to CITY and Contractor.

Final Notice of Acceptability of the Work: CONSULTANT shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that CONSULTANT may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, CONSULTANT shall also provide a notice that the work is acceptable (subject to the provisions of the preceding paragraphs) to the best of CONSULTANT's knowledge, information and belief and based on and limited the extent of the services performed and furnished by CONSULTANT under this Agreement.

Limitation of Responsibilities: In addition to the limitation of responsibilities of CONSULTANT as detailed in this Agreement, CONSULTANT shall not supervise, direct or have control over Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by Contractor nor for Contractor's safety, precautions or programs in connection with the work. These rights and responsibilities are solely those of Contractor in accordance with Contract Documents. CONSULTANT shall not be responsible for any acts or omissions of Contractor, Sub-Contractor, any entity performing any portions of their work, or any agents or employees, if any of them. CONSULTANT does not guarantee the performance of Contractor and shall not be responsible for Contractor's failure to perform its work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Duration of Construction Phase: The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon the earlier of **120** day(s) after commencement or the written recommendation by CONSULTANT of final payment unless otherwise agreed to by the CONSULTANT and CITY in writing.

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made this 3rd day of October 2023, between **CITY OF SANIBEL** ("OWNER") and **Johnson Engineering, Inc.** ("CONSULTANT").

OWNER and CONSULTANT in consideration of their mutual covenants herein agree as follows:

SECTION 1 – GENERAL

Term of Agreement:
The term of this agreement shall be from **October 1, 2023** to **September 30, 2028**. This Agreement may be renewed for one additional five-year term by OWNER, upon agreement of CONSULTANT, in writing under the same terms and conditions set forth below.

Standard of Care:

CONSULTANT shall perform for or furnish to OWNER professional engineering, surveying, mapping, planning, environmental consulting, landscape architecture and other related services for the assigned tasks or projects to which this Agreement applies as hereinafter provided and as set forth in Exhibit "B", Scope of Services. CONSULTANT shall serve as OWNER's prime engineering representative for the tasks or projects assigned to CONSULTANT by OWNER from time to time for purposes of providing professional engineering consultation and advice with respect thereto. CONSULTANT may, with written approval of the City Public Works Director, employ such Sub-Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of professional surveying, engineering, and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all professional surveying and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Definitions:

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: Agreement means this Agreement for Professional Services between OWNER and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 5 of this Agreement.

Services: The services to be performed for or furnished to OWNER by CONSULTANT described in Exhibit B, (Scope of Services) of this Agreement.

Contractor: The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to any task or project.

CONSULTANT's Sub-Consultant: The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate or consultant.

Reimbursable Expenses: The expenses incurred directly in connection with the performance or furnishing of services for any assigned task or project for which OWNER shall pay CONSULTANT.

SECTION 2 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Compensation:

For CONSULTANT's services. OWNER shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit A ("Hourly Rate Schedule")

For Sub-Consultant's services. OWNER shall pay CONSULTANT for services performed or furnished by CONSULTANT's Sub-consultants which have been approved, in advance, by the City's Public Works Director.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANT's Sub-Consultants, OWNER shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT.

Any single reimbursable expense which exceeds $500 shall be approved in advance, in writing, by the City's Public Works Director.

Invoices:

Invoices for CONSULTANT's services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to OWNER by CONSULTANT. Invoices will be paid in accordance with the OWNER's Prompt Payment Policy.

Other Provisions Concerning Payments:

Unpaid Invoices. If OWNER fails to make any payment due CONSULTANT for services and expenses in accordance with the OWNER's Prompt Payment Policy, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the OWNER or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses authorized by this Agreement and directly relating to the services performed prior to termination.

Records of CONSULTANT's costs pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at no cost on request prior to final payment for CONSULTANT's services. Additionally, documentation supporting reimbursable expenses shall be provided to OWNER with each expense reimbursement request.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto: Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to CONSULTANT's services for the project.

Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by OWNER. CONSULTANT may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure, and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the assigned projects as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the OWNER is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

> Noting, monitoring and/or advising the OWNER of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the OWNER’s assigned projects.

Provide, as may be required for the project: accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the project.

SECTION 4 – GENERAL CONSIDERATIONS

Termination

The obligation to provide further services under this Agreement may be terminated under the following circumstances:

(a) For Cause, by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

(b) By CONSULTANT, upon seven days' written notice if CONSULTANT believes that CONSULTANT is being requested by OWNER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT's control; or upon assignment of this agreement or transfer of the project by OWNER to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to OWNER on account of such termination.

(c) By OWNER, for convenience upon seven (7) days' written notice to CONSULTANT, effective upon the receipt of OWNER's notice by CONSULTANT.

E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its Sub-Consultant must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) CONSULTANT shall require each of its Sub-Consultants to provide CONSULTANT with an affidavit stating that the Sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the Sub-Consultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(b) The OWNER, CONSULTANT, or any Sub-Consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The OWNER, upon good faith belief that a Sub-Consultant knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT, and CONSULTANT shall immediately terminate the contract with the Sub-Consultant.

(d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(e) Subcontracts. CONSULTANT or Sub-Consultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any Sub-Consultant or lower tier subcontractor with the clauses set forth in this section.

Reuse of Documents:

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT's Sub-Consultants) pursuant to this Agreement in respect to any project shall be owned

by and the property of the OWNER provided CONSULTANT has been paid in full pursuant to this Agreement for CONSULTANT'S professional surveying and engineering services. Such documents are not intended or represented to be suitable for use, reuse or modification by OWNER or others on extensions of the Project or on any other project. Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Sub-Consultants.

Insurance:

CONSULTANT shall maintain the following minimum insurance types and limits. Any Sub-Consultant retained by CONSULTANT pursuant to this Agreement shall also maintain the following insurance types and limits unless reduced or alternative minimum insurance types and limits are approved by OWNER, in writing.

1. Worker's Compensation: Statutory Limits
   E.L. Each Accident $ 500,000
   E.L. Disease – Each Employee $ 500,000
   E.L. Disease – Policy Limit $ 500,000
2. General Liability (Occurrence):
   Each Occurrence $ 1,000,000
   Fire Damage (any one fire) $ 50,000
   Medical Expense (any one person) $ 5,000
   Personal & Adv. Injury $ 1,000,000
   General Aggregate $ 1,000,000
   Products Completion $ 1,000,000
3. Excess Umbrella Liability:
   Each Occurrence: $ 1,000,000
   Aggregate: $ 1,000,000
4. Automobile Liability:
   Combined Single Limit
   Each Accident $ 1,000,000
5. Professional Liability (Claims-made) $ 1,000,000

At any time, OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense, and this Agreement will be supplemented to incorporate these requirements.

Dispute Resolution:

OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both OWNER and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the OWNER and CONSULTANT.

Controlling Law:

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between OWNER and CONSULTANT arising out of this Agreement, OWNER and CONSULTANT agree that the same shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in Lee County, Florida.

Expenses of Litigation:

In the event litigation in any way related to the Services performed hereunder the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney's fees and other reasonable expenses related to the litigation.

Successors and Assigns:

OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of OWNER and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither OWNER nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CONSULTANT to any contractor, subcontractor, supplier, other person, or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party, unless agreed in writing by OWNER and CONSULTANT. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

Public Records:

OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a contractor or service provider to OWNER, CONSULTANT is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONSULTANT shall:

(a) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONSULTANT's services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

(b) Upon request from the OWNER's custodian of public records, provide the OWNER 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 contract term and following completion of the contract if the contractor does not transfer the records to the OWNER.

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

As required by Section 119.0701(2)(a), the following contact information is provided to the CONSULTANT in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

Notices:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of CONSULTANT and its subconsultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of CONSULTANT and its subconsultants to all those named shall not exceed the greatest of the following: (a) the limits of any applicable insurance of CONSULTANT and its subconsultants; (b) $100,000 or (c) the two times the amount of CONSULTANT's total fee paid by the OWNER for services under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Indemnification:

CONSULTANT shall indemnify and hold harmless the OWNER and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused, in whole or in part, by the negligent act, error, or omission of CONSULTANT in the performance of services under this Agreement. If such damage results in part by the negligence or other wrongful act of another party, CONSULTANT shall be liable only to the extent of CONSULTANT's proportional negligence or other wrongful act; however, such limitation, if any, shall only be effective if established by a Florida court of competent jurisdiction or agreed upon by the OWNER.

Force Majeure:

CONSULTANT shall not be liable for any damages caused by any delay that is beyond CONSULTANT's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

SECTION 5 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibit which is attached to and made a part of the Agreement:

Exhibit A "Rate Schedule"
Exhibit B "Scope of Services"
Exhibit C "Required Contract Provisions"
Exhibit D "Request for Qualifications – Hurricane Ian Architectural and Engineering Services"

This Agreement (consisting of pages 1 to 9, and including Exhibits A, B, C, and D identified above) constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument signed by OWNER and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

OWNER:
CITY OF SANIBEL

Signature

By: Dana Souza

Title City Manager

Address for giving notices:

City of Sanibel Department of Public Works
800 Dunlop Road
Sanibel, Florida 33957-4096
Phone (239) 472-6397
Fax (239) 472-6041

CONSULTANT:
Johnson Engineering, Inc.

Signature

By: Michael Dickey, P.E.

Title President/Chairman

Address for giving notices:

Johnson Engineering, Inc.
2122 Johnson Street
Fort Myers, Florida 33901
Phone (239) 334-0046
Fax NA
E-Mail: mdickey@johnsoneng.com

ATTEST:

City Clerk

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State ___

County ____

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by _____ who is personally known to me or who has produced _____ as identification.

_____

Notary Public

Name typed, printed or stamped

(Seal)

Approved as to form: _____
City Attorney

JOHNSON ENGINEERING

EXHIBIT A

SINCE 1946

PROFESSIONAL SERVICES HOURLY RATE SCHEDULE
September 6, 2023

Professional	
9	$330
8	$270
7	$248
6	$220
5	$193
4	$176
3	$165
2	$138
1	$127
Technician	
6	$182
5	$154
4	$132
3	$110
2	$88
1	$77
Administrative	
3	$105
2	$94
1	$77
Field Crew	
4-Person	$270
3-Person	$231
2-Person	$182
Field Equipment	
Field Equipment on Separate Schedule	
Expert Witness	$440
Reimbursable Expenses and Sub-Consultants	Cost + 10%

Construction Engineering and Inspection (CEI Services)	
CEI Services Manager	$204
CEI Senior Project Administrator	$182
CEI Project Administrator	$165
Contract Support Specialist	$138
Senior Inspector	$127
CEI Inspector III	$116
CEI Inspector II	$105
CEI Inspector I	$94
Compliance Specialist	$105
CEI Inspector's Aide	$77

EXHIBIT "B"

Scope of Services

The scope of engineering services is for various Hurricane Ian repair and hazard mitigation services, but is not limited to the below referenced projects:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs**
  - **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION**
  - **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**

- **REUSE SYSTEM REPAIRS**

- **STORMWATER SYSTEM**

- **MIDDLE GULF DR. FORCE MAIN**

- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**

- **BEACH EMERGENCY BERM**
  - **Construction of 5 year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION**
  - **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALKS REPLACEMENTS**

- **FISHING PIER REPAIRS/REPLACEMENT**

- **BEACH PARK FACILITY REPAIRS**

- **PERIWINKLE BRIDGE REPLACEMENT**

- **UPSIZE AND NEW REPLECEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**

- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

- **OTHER ENGINEERING, SURVEYING AND ARCHITECTURAL SERVICES AS REQUESTED BY THE CITY.**

NOTE: The City of Sanibel requires that designs utilize environmentally preferable materials at all times where applicable. Environmentally preferable materials refer to recovered/recycled materials and products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy, and water, prevent the creation of solid waste, air pollution or water pollution, minimize the use of materials or processes which compromise the environment, and/or promote the use of non-toxic substances and avoid toxic materials or processes. The City of Sanibel requires the purchase of recycled content products rather than non-recycled products whenever price, quality and availability are comparable. The City utilizes the U.S. Environmental Protection Agency's guidelines for minimum recycle content product standards as a means to meet product preferences.

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

Exhibit C

REQUIRED CONTRACT PROVISIONS

REMEDIES

Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

This requirement applies to all FEMA grant and cooperative agreement programs.

ACCESS TO RECORDS

The following access to records requirements apply to this contract: (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor 13 will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

TERMINATION FOR CAUSE AND CONVENIENCE

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

This requirement applies to all FEMA grant and cooperative agreement programs.

COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act.

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Sanibel shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to **The City of Sanibel** and understands and agrees that **The City of Sanibel** will, in turn, report each violation as required to

assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

EQUAL EMPLOYMENT OPPORTUNITY

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants' employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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.

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

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DEBARMENT AND SUSPENSION

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

The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The City of Sanibel. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Sanibel, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making ofany 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

SECTION 00806

HMGP Agreement

Mandatory Contract Provisions

Mandatory Contract Provisions as outlined in of Appendix II to 2 C.F.R. Part 200:

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

(C) <u>During the performance of this contract, the contractor agrees as follows</u>:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause.

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

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

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

9. contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

   $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The **City of Sanibel** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated

damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(E) Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the **City of Sanibel** and understands and agrees that the **City of Sanibel** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(F) Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
b. The contractor agrees to report each violation to the **City of Sanibel** and understands and agrees that the **City of Sanibel** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(G) Suspension and Debarment

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

180.935).

b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by **City of Sanibel.** If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **City of Sanibel**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(H) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

(I) APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

- The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____
Date

(J) Procurement of Recovered Materials

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(K) Access to Records.

a. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide City of Sanibel, Director Keith Williams, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the **City of Sanibel** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(L) DHS Seal, Logo and Flags

a. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

(M) No Obligation by Federal Government

a. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

(N) Program Fraud and False or Fraudulent Statements

a. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Sanibel
Sub-Recipient's Name

-
DEM Contract Number

-
FEMA Project Number

Exhibit D

CITY OF SANIBEL

REQUEST FOR QUALIFICATIONS
Hurricane Ian: Architectural & Engineering Services

CCNA-PW-0-2023/SK

July 3, 2023

City-wide Departmental Services
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397

SUBMISSIONS DUE BY: **5:00 PM, (ET) JULY 20, 2023**

PRE-BID CONFERENCE: **NONE**

NO QUESTIONS WILL BE ACCEPTED AFTER: **5:00 PM, (ET) JULY 14, 2023, all questions must be submitted in writing to scott.krawczuk@mysanibel.com and received by stated time.**

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFQ may be sent back to the Vendor without being opened and/or given consideration for that project.

CITY OF SANIBEL, FLORIDA

LEGAL NOTICE TO REGISTERED PROFFESSIONAL ENGINEERS PURSUANT TO CHAPTER 287, FLORIDA STATUTES
CONSULTANTS' COMPETITIVE NEGOTIATION ACT

INVITATION TO RENDER HURRICANE IAN ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR VARIOUS CITY-WIDE DEPARTMENTS INCLUDING: PUBLIC WORKS, NATURAL RESOURCES AND BUILDINGS

REQUEST FOR QUALIFICATIONS – CITY-WIDE ARCHITECTURAL AND ENGINEERING SERVICES

Legal Notice is hereby given that sealed submissions will be received at the Office of the City Engineer, City of Sanibel, Florida, at the Public Works Building, 750 Dunlop Road, Sanibel, until 5:00 P.M., on July 20, 2023. Any proposal offered later than the above time will be returned unopened. Please note that mailing address is 800 Dunlop Road, Sanibel, FL 33957.

The work for which submissions are to be received consisting of the following:

PROFFESSIONAL ARCHITECTURAL & ENGINEERNG SERVICES RELATED TO THE CITY-WIDE HURRICANE IAN RECOVERY AND HAZARD MITIGATION PROJECTS:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs**
  - **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION**
  - **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**
- **REUSE SYSTEM REPAIRS**
- **STORMWATER SYSTEM**
- **MIDDLE GULF DR. FORCE MAIN**
- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**
- **BEACH EMERGENCY BERM**
  - **Construction of 5-year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION**
  - **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALK REPLACEMENTS**
- **FISHING PIER REPAIRS/REPLACEMENT**
- **BEACH PARK FACILITY REPAIRS**
- **PERIWINKLE BRIDGE REPLACEMENT**
- **UPSIZE AND NEW REPLACEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**
- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

*The selected vendors will need to provide and complete inspections and evaluation of project components, prepare design plans and specifications, bidding, grant management, surveying, provide opinion of probable cost, preparation and execution of temporary easements, construction oversight and management, post-construction reporting, permitting and all other duties as required to facilitate a complete project.

Said proposal should conform to the specifications outlined in the Request for qualification documentation. Instructions for preparation and submission of a proposal may be obtained online at: https://www.mysanibel.com/Departments/Public-Works-Department/Bidding-Information

No Proposer's may withdraw their proposal within a period of ninety (90) days following the date set for receiving submissions. The City of Sanibel reserves the right to reject any and all submissions and to waive informalities.

_____
Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
JULY 3, 2023

SECTION I

INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All submissions shall be marked **City of Sanibel - Hurricane Ian Recovery: Architectural & Engineering Services** Proposer's s shall file all documents necessary to support their proposal and include them with their proposal. Proposers are permitted to submit for any or all of the listed projects. The City will select multiple A&E firms for this Hurricane Ian solicitation. Individual firms will be selected for each project listed in the scope of work. Proposer's shall be responsible for the actual delivery of submissions during business hours to the address indicated on the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 **Proposal Format:** Submissions shall include the following information at a minimum:

a. This Request for Qualifications Document signed by responsible party.
b. Listing with description of Architectural & Engineering capabilities
c. Information on Provider's experience.
d. References (municipal agencies and/or local businesses) with contact names.
e. Provide sample of related/similar projects.
f. Description of tasks and responsibilities required by each position.
g. Provide copies of any applicable licenses and certifications.
h. Public Entities Crime Form
i. All information requested in the Request for qualification document.

1.3 It is the sole responsibility of the Proposer's to assure it has received the entire Request for Qualifications.

1.4 Proposer's s will be notified in writing of any change in the specifications contained in this RFQ.

1.5 No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the City of Sanibel.

1.6 Right of Rejection and for Additional Information:
All proposers agree to adhering to the attached contract provisions to include the below items. See attached "**Required Contract Provisions."**

a. Respondents to this solicitation 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.

b. Submissions received that fail to comply with these submittal requirements may not be considered for award. Further, the City of Sanibel reserves the right to reject any and all submissions from any Proposer's. There is no obligation for the City of Sanibel to enter into a contract on the basis of any proposal submitted in response to this document.

c. Prior to the final selection, Proposer's s may be required to submit additional information, to provide clarification of information, or to make oral presentations which the City may deem necessary to further evaluate the Proposer's qualifications.

1.7 Request for Additional Information: Any and all questions of Proposer's s regarding this RFQ, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Public Works Director at the address designated in Section 1.16 below and must be received by July 14th, 2023, of the RFQ due date. Only the interpretation or correction provided in writing by the City Engineer or Community Services Director shall be binding.

1.8 Denial of Reimbursement: The City of Sanibel will not reimburse Proposer's s for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.10 Right of Negotiation: The City of Sanibel reserves the right to negotiate with the selected Proposer's the exact terms and conditions of the contract.

1.11 Exceptions to the RFQ: Proposer's s may find instances where they must take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Sanibel and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Rights to Submitted Materials: All submissions, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposer's s shall become the property of the City of Sanibel when received.

1.14 Basis of Award: Submissions will be evaluated according to the following criteria at a minimum:

The evaluation will rank Proposer's s based on the scores from the selection criteria point values (see initial score breakdown table provided below).

The selection will be made in accordance with City of Sanibel Procurement Policy, Section 287.055, Florida Statutes and federal requirements in 2 CFR. 200 for Architectural & Engineering Services. Some or all of the responding Proposer's (s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

Agreement/Contract fees will be negotiated in accordance with federal regulations 2 CFR 200 and Section 287.055, Florida Statutes.
The recommendation to award, negotiated rates, and agreement/contract(s) will be submitted to the City Council for approval.

If a satisfactory agreement/contract(s) cannot be negotiated in a reasonable amount of time, the City, in its sole discretion, may terminate negotiations with the selected Proposer's (s) and begin agreement/contract negotiations with the next finalist.

The Procurement Management Director reserves the right to exercise his or her discretion to:

Make award(s) to one or multiple Proposer's s.
Waive minor informalities in any response;
Reject any and all submissions with or without cause;
Accept the response that in his or her judgment will be in the best interest of the City of Sanibel.

The selection shall be by Selection Committees consisting of staff representatives from the appropriate City Departments as approved by the Procurement Management Director or designee.

The Selection Committees will receive and review written submissions in response to this Request for qualification (RFQ). Responses will be evaluated against a set of criteria to determine those Proposer's s/Firms most qualified and suited for each project

1.	Technical Capability – 25 points.
2.	Key Staff Project Understanding and Approach, Staff Ability– 25 points.
3.	Similar Project Experience – 20 points.
4.	Workload (sufficient staffing) – 10 points.

5.	Municipal Experience (prior work with city governments) – 15 points.
6.	Ability to Meet Time Requirements– 5 points.

1.15 Copies: An original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFQ. In addition, include electronic PDF version of proposal to the City.

1.16 Contacts: Proposer's s must submit submissions in accordance with the instructions contained in this RFQ. All requested information must be submitted with the proposal. Instructions for preparation of submission are contained in this package. Questions regarding this Request for qualification should be directed to:

City of Sanibel
Public Works Department
Scott Krawczuk, Deputy Public Works Director
800 Dunlop Road
Sanibel, FL 33957
phone (239) 472-6397
email: scott.krawczuk@mysanibel.com

1.17 Agreement: Fee for services will be negotiated with the selected Proposer's, and the Proposer's will be required to enter into a formal agreement with the City of Sanibel.

1.18 Contract Term: The initial term of the contract shall be for a period of FIVE (5) years. Rates of the fee schedule within the contract may be reviewed on an annual basis, at which time amended costs may be submitted by the Proposer's to City to reflect the current average market value of the services listed in the fee schedule, with proof of such market value to be established in writing by Proposer's to City's satisfaction. The City reserves the right to renew the contract for ONE (1) additional FIVE (5)-year term after concurrence of both parties on any negotiated changes to the terms and specifications contained in the contract.

1.19 Termination of Contract: The City of Sanibel may cancel the agreement at any time for breach of contractual obligations or for convenience, by providing the provider with a written notice of such cancellation. Should the City of Sanibel exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider, but if such cancellation is for convenience, it shall not be earlier than 30 days from the date of such written notice. In the event of termination for any reason, the City of Sanibel shall have no continuing financial or other obligations to the provider from the effective date of the termination through what otherwise would have remained of the contract term.

1.20 Cooperative Purchasing: Other government agencies may be allowed to piggyback on this contract.

1.21 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal, State, County, and City codes, rules, laws, regulations, requirements and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. This RFQ is in accordance with, but not limited to, Section 287.055, Florida Statutes and the Consultants' Competitive Negotiation Act (CCNA).

Proposer's should provide, at or before the time of the opening of the proposal, all necessary local business tax receipts, permits and/or licenses required for this product and/or services.

1.22 Disadvantaged Business Enterprise

Proposer's are required to indicate whether the Firm and/or any proposed sub-consultants are a Disadvantaged Business Enterprise (DBE). The City of Sanibel encourages the utilization and participation of DBE's in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

1.23 Anti-Lobbying Clause (Cone of Silence)

In accordance with Section 287.057(23), Florida Statutes, Proposer's s/Respondents to this solicitation 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.

1.24 Drug Free Workplace

City of Sanibel encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

1.25 Anti-Discrimination Employment Opportunity

The Proposer's agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the City hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The Proposer's will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer's will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

The Proposer's will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer's will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.26 Public Records

Unless specifically exempted by Florida law, in whole or in part, Proposer's shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records is possession of the Proposer's upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

1.27 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

1.28 No Local Preference

The Sanibel Code of Ordinance, Part II – Sanibel Code, Chapter 2 – Administration, Article IV - Finance, Division 4 - Contracts and Purchases, Section 2-330 Competitive Sealed Bids, (k); provides for a "local vendor preference" which provides for a preference to local city and local county businesses. Subsection (k)(3)(c.)(2.) provides local vendor preferences are inapplicable to CCNA contracts.

1.29 Suspension and Debarment Clause

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (ww.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract.

SECTION II

SCOPE OF WORK

2.0 PURPOSE:

The City of Sanibel is soliciting multiple qualified A&E firms to provide various Hurricane Ian repair and hazard mitigation services for the below referenced projects:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs**
  - **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION**
  - **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**
- **REUSE SYSTEM REPAIRS**
- **STORMWATER SYSTEM**
- **MIDDLE GULF DR. FORCE MAIN**
- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**
- **BEACH EMERGENCY BERM**
  - **Construction of 5 year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION**
  - **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALKS REPLACEMENTS**
- **FISHING PIER REPAIRS/REPLACEMENT**
- **BEACH PARK FACILITY REPAIRS**
- **PERIWINKLE BRIDGE REPLACEMENT**
- **UPSIZE AND NEW REPLECEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**
- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

2.1 BACKGROUND:

The City of Sanibel plans to engage the professional and technical services of several Florida registered professional architectural and engineering firms to assist with The City's various Hurricane Ian damages and hazard mitigation projects.

2.2 SCOPE:

A. PROFFESSIONAL ARCHITECTURAL & ENGINEERNG SERVICES:

The scope of architectural and engineering services may include, but is not limited to the following:

1. General architectural, engineering and hazard mitigation services including attendance at meetings, determination of applicable codes and standards, review materials, negotiations of various kinds, staff assistance, miscellaneous engineering and other functions relating to Hurricane Ian Recovery.

2. Study and report services, permitting, preparation of engineering and financial reports and cost estimates pertaining the City's recovery from Hurricane Ian.

3. Supplementary and special services as may be authorized by the city, such as field surveys and reports.

4. The selected firms will be required to interact with the Sanibel City Council and Planning Commission, City committees, City staff, other governmental regulatory and permitting agencies, and the public on an as needed basis. Presentations before City Council and Planning Commission may be necessary, along with legal testimony as required. A firms may desire to affiliate with one or more firms in responding to this proposal for the purpose of providing the full range of services sought by the city. The City reserves the right to select one or more consulting firms or teams of firms for these services.

5. Beach surveying; beach fill project design; preparation of engineered plans for beach nourishment projects; preparation of permit applications, bid documents, technical specifications, opinion of probable cost estimates; preparation and execution of temporary easements; construction oversight; post-construction reporting; and/or similar tasks necessary for implementation of a 5-yr emergency berm and the beach nourishment projects on Sanibel.

6. Perform construction surveying/layout and record drawing surveying as needed.

7. Prepare easements and subsequent recording of documents.

8. Filter Marsh site surveying, evaluation, repair and/or replacement of electrical components including but not limited to pump station, flow meters, all electrical components to include panels, and ground boxes/wiring, grading, storm debris quantification necessary to return the Jordan Marsh to pre-storm condition, aquatic vegetation removal and/or installation; and other tasks identified for hazard mitigation.

9. Engineering design, survey work, inspections and construction management work to support construction projects.

10. Prepare and obtain required permitting for engineering projects.

11. Attend and assist with City Council meeting and open house presentations as related to projects.

12. Assisting the City with responding to public concerns and comments.

13. Other miscellaneous engineering and surveying services as requested by the City.

14. The City of Sanibel requires that designs utilize environmentally preferable materials at all times where applicable (i.e., recovered /recycled materials). Environmentally preferable materials refer to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy and water, prevent the creation of solid waste, air pollution or water pollution, minimize the use of materials or processes which compromise the environment, and/or promote the use of non-toxic substances and avoid toxic materials or processes. The City of Sanibel requires the purchase of recycled content products rather than non-recycled products whenever price, quality and availability are comparable. In addition, the City will utilize the U.S. Environmental Protection Agency's guidelines for minimum recycle content product standards as a means to meet product preferences.

15. Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), 2CFR 200, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA

and the Regional Office of the Environmental Protection Agency (EPA).

2.3 QUALIFICATIONS OF THE FIRM:

A. Proposer's s shall provide a description and history of the firm on previous governmental experience using following guidelines:

1. Recent experience demonstrating current capacity and current expertise in architectural, engineering and hazard mitigation project work.

2. Documented knowledge and experience of Federal, State, and Local agencies, State and Federal programs, funding sources and reimbursement process.

3. Document Municipal Experience with listing (prior work with city governments)

4. Ability to Meet Time Requirements - Provide attestation to coordinate and prioritize all referenced A&E scopes of work as determined by The City.

B. Provide at least three (3) municipal references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

2.4 QUALIFICATIONS OF THE STAFF:

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to, project manager, engineers, surveyors, office staff, etc.) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in architectural, engineering and hazard mitigation services. The Proposer's must demonstrate experience for at least three (3) government entities.

2. Documented knowledge and experience of Federal, State, and Local agencies, state and federal programs.

2.5 INSURANCE:

Proposer's s shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Proposer's performance of the Work and Proposer's other obligations under the Contract Documents, whether such performance is by Proposer's , by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

a. Types: The types of insurance required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, and an Excess Liability Umbrella Insurance as detailed in the following specifications.

b. Evidence: As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment by the Owner to the Proposer's and the Proposer's fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Proposer's under this Contract.

c. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Proposer fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Proposer's.

d. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Proposer's responsibility for payment of damages resulting from his operations under this Contract.

1. COMPREHESIVE GENERAL LIABILITY INSURANCE:

a. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-

operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

b. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

c. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

d. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the Owner, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2. WORKERS' COMPENSATION INSURANCE:

Proposer's shall provide the statutory Workers' Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workers' Compensation Insurance Laws.

2.7 TECHNICAL APPROACH:

Provide a detailed plan of approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation. Provide a copy of Proposer's internal training program.

2.8 PUBILC ENTITY CRIME FORM:

Please submit completed public entity crime form with proposal. Public Entity Crime Form format provided with this RFQ.

SECTION III

PROPOSAL

I have read and understand the requirements of this proposal, and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. I agree to furnish the services as described in RFQ except where specific exception has been taken.

ADDENDA

Receipt of Addenda Nos. is hereby acknowledged.

Respectfully submitted,

_____
Proposer's
(Individual___)(Partnership___)
or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Address _____

City/State _____

Telephone _____

Fax _____

Email _____

DATE:

_____

NOTE: The legal status of the Proposer's , whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for

_____
_(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

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

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

_____
(signature)

Sworn to and subscribed before me this _____day of _____, 20____.

Personally known _____ _____

OR Produced identification_____ Notary Public - State of Florida_____

_____
(type of identification) My commission expires_____

_____
(printed, typed or stamped
commissioned name of notary public.)

END OF
SECTION

AGENDA MEMORANDUM ***Natural Resources Department***

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Holly Milbrandt, Natural Resources Director
Dana A. Souza, City Manager

Date: May 15, 2026

SUBJECT: 2026 SE Dinkins Bayou Maintenance Dredging Project

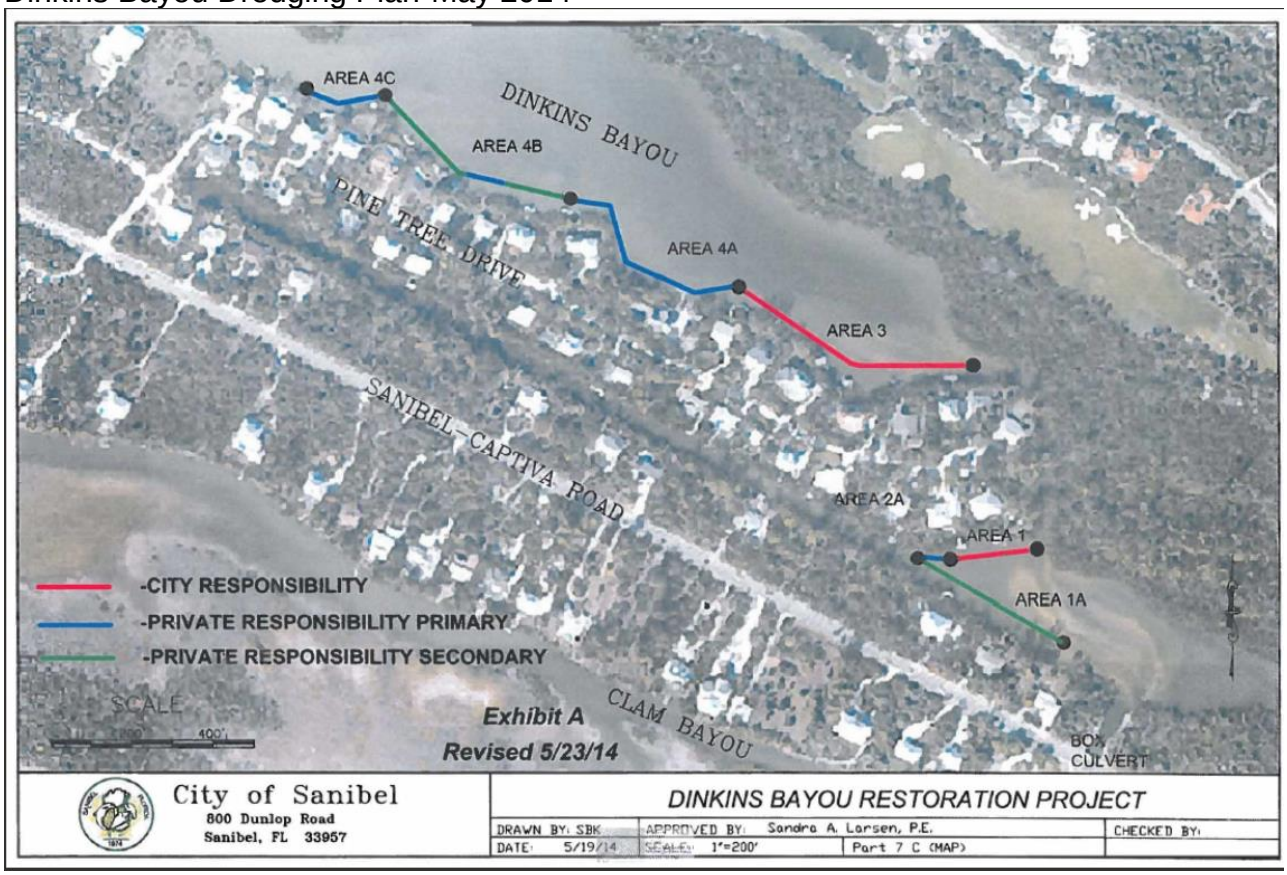
BACKGROUND:
City Council approved a contract with Bayside Dredging LLC for the Wulfert Channel Dredging Project on July 15. 2025, funded in accordance with Resolution 25-024 establishing the Wulfert Channel Area Dredging Assessment District. The purpose of this work was to do the minimum necessary to address the extremely shallow area in Wulfert Channel preventing safe navigation from Dinkins Bayou to Pine Island Sound. In order to complete the Wulfert Channel dredging, certain portions of the NW Dinkins Bayou "channel" were also dredged so that the contractor could navigate the loaded barge from Wulfert Channel to the Henderson boat ramp.

This project was funded by property owners in the assessment district (66%) and by the City (33%). A Notice to Proceed was issued on 8/6/2025, dredging operations commenced on 11/7/25, and work was completed on 3/23/2026.

Concurrently, staff continued to work with area residents to address remaining navigation issues in the SE portion (along Pine Tree Drive) of the Dinkins Bayou channel. The City and property-owners worked together to dredge these areas of Dinkins Bayou in 2014. The image below is the area that was dredged (plan is from May 2014). The City paid for the dredging in Areas 1 and 3 and the residents paid for the remaining areas.

The previous agreement came about as residents expressed concern that the sand accumulation in those areas resulted from the City's installation of the box culvert on Sanibel-Captiva Road to restore tidal flushing and improve water quality in Clam Bayou. The only areas currently needing dredging are Areas 1 and 3 and would be the City's responsibility based on the previous agreement.

Dinkins Bayou Dredging Plan-May 2014



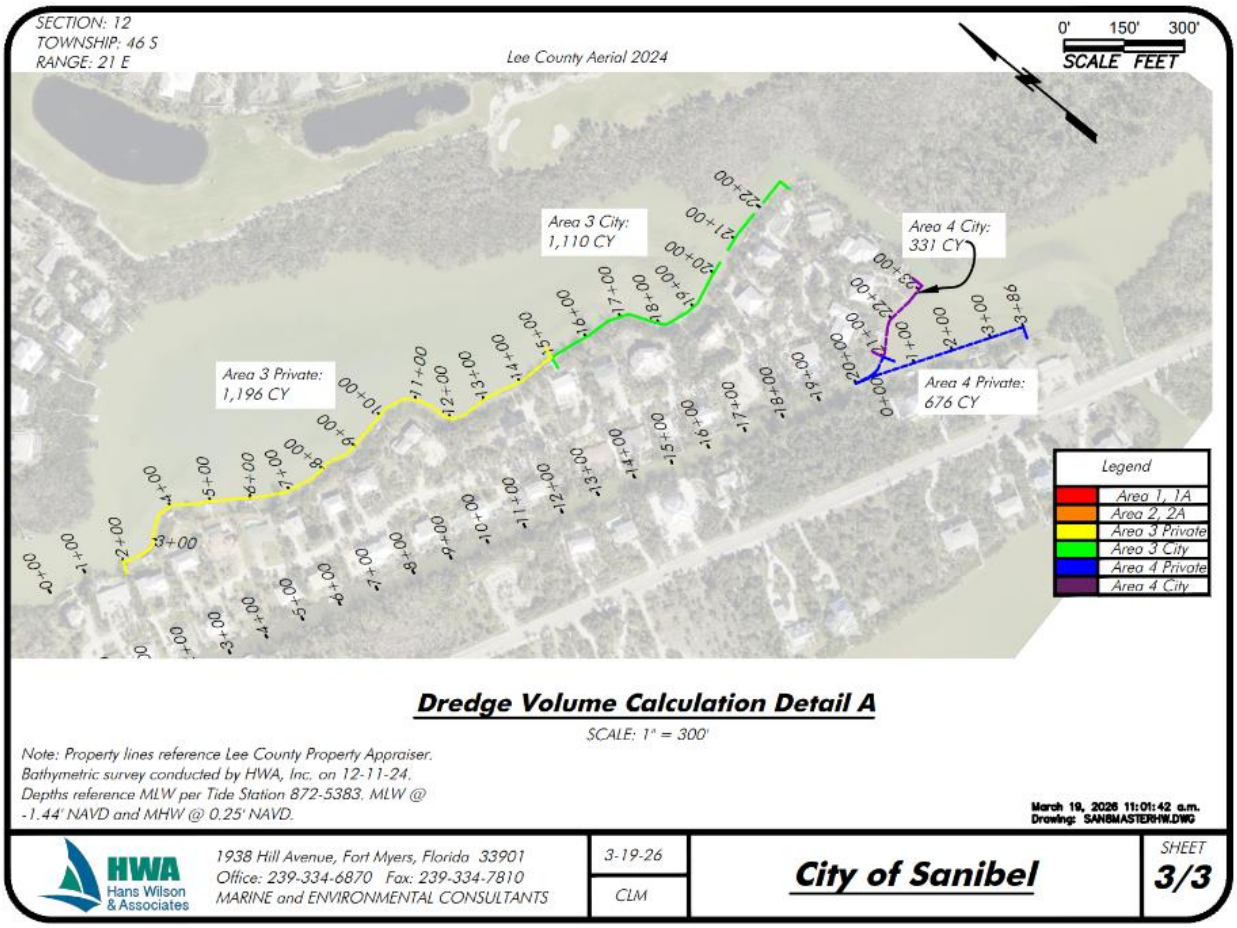
2026 SE Dinkins Bayou Maintenance Dredging Project Scope

The proposed maintenance dredging will remove 1,441 cy of fill in “Area 3 City” & “Area 4 City”, in Dinkins Bayou, as designated on the plans from Hans Wilson & Associates (HWA), dated 3/19/2026 and included as an attachment to the agenda. An excerpt of the plan set is shown on page 3. Area 3 City & Area 4 City designated on the HWA March 2026 plans correspond to the areas of "City responsibility" dredged in 2014 (Area 1 and Area 3). Note that “Area 1” from the 2014 project is designated “Area 4 City” on the 2026 project plans.

Additionally, the HWA March 2026 plans show dredge volumes that correspond to the areas of private responsibility designated in 2014. These areas (labeled Area 3 Private and Area 4 Private) are not included in the proposed project and would only be dredged if requested and paid for by the associated property owners.

The contractor has confirmed that “Area 3 Private” has sufficient water depth to access “Area 3 City” without additional dredging.

Proposed 2026 SE Dinkins Bayou Dredging Plan-March 2026 (excerpt)



Project Cost

On May 7, 2024, Sanibel City Council approved a 3-year contract with Bayside Dredging LLC to provide dredging services in the Shell Harbor/Sanibel Estates and Watershadows areas through FY26 (Contract PW24-028). Pursuant to that contract, the City requested proposals from Bayside Dredging LLC for the 2026 SE Dinkins Bayou Maintenance Dredging Project. Proposed costs are shown below. The full proposal is included as an attachment to agenda.

	Quantity	Rate	Amount
Mobilization	1	$45,000.00	$45,000.00
Dredging (CY)	1,441	$100.00	$144,100.00
Haul (CY)	1,441	$15.00	$21,615.00
Staking/Surveying	1	$15,000.00	$15,000.00
TOTAL			**$225,715.00**

Cost Context

A comparison of unit costs for the proposed 2026 Dinkins Bayou dredging, the 2025-2026 Wulfert Channel Dredging, and the 2014 Dinking Bayou dredging is provided below.

	Proposed 2026 Dinkins	Wulfert/Dinkins 2025-2026	Actual 2014 Dinkins
Mobilization	$45,000	$45,000	$20,000
Dredge	$100/cy-Area 3	$100/cy-Wulfert	$52/cy-Area 3
Dredge	$100/cy-Area 4	$95/cy-Dinkins	$125/cy-Area 1
Haul	$15/cy	$30/cy	$6/cy
Staking/Surveying	$15,000	$35,000	0

In considering the above unit cost comparisons, it is important to note the following:

- For Wulfert/Dinkins 2025-2026, dredge material was hauled for dewatering at the Wulfert WWTP ($15/cy) and then hauled off island for disposal ($15/cy). the contractor is proposing to haul the dredge material off island directly in water-tight trucks, rather than dewatering at WWTP. Thus, the proposal only includes (1) hauling fee ($15/cy) not two.
- For the 2014 Dinkins Bayou dredging project, the areas of City-responsibility were designated Area 1 and Area 3 (with a combined volume of 2,221 cy).
    - The total project cost including City & private responsibilities was $304,592.00 (total dredge volume 3,678 cy). The City received ~$93,500 from the property owners, resulting in a City cost of approximately $210,000.
- The total dredging cost for Dinkins/Wulfert was $739,000 (not including design & engineering costs). The City's share (33.3%) was $243,870.

Project Approach

Subject to City Council approval and notice to proceed, the contractor (Bayside Dredging LLC) is prepared to commence mechanical dredging operations on or around August 2026, after completion of other City dredging projects on Sanibel's east end. Dredged material will be loaded onto a barge and transported to the Henderson Road boat ramp. The material will be transferred to sealed and watertight dump trucks and hauled immediately off-island for dewatering and disposal. Unlike the previous Wulfert Channel dredging project, material will not undergo dewatering at the Wulfert Wastewater Treatment Plant (WWTP). The contractor estimates the project will take approximately 60 days to complete.

Project Permitting

The City received a federal emergency permit through the US Army Corps of Engineers (USACE) for maintenance dredging in Dinkins Bayou (SAJ-2012-01760 NWP-SJF) on 6/23/2025. Under this permit, the City had until March 14, 2026 to commence the work and then 1-year from the date of commencement to complete the work. Since the Wulfert Channel Dredging Project also included dredging in NW Dinkins Bayou, the date of commencement for work in Dinkins Bayou was
11/7/2025. Thus, any additional work under this permit must be completed by 11/7/2026.

State authorization is provided under the Florida Department of Environmental Protection (FDEP) Emergency Final Orders (EFO) for Hurricane Helene (OGC No. 24-2534) and for Hurricane Milton (OGC No. 24-2580). Under the EFO, this activity (i.e. restoration dredging to

conditions and configurations existing immediately prior to the storm) may be conducted by a local government without notification to FDEP. The EFOs will expire upon the expiration or recission of the related Governor's Executive Orders for Hurricane Helene (extended for 60-days on 5/5/2026) and Hurricane Milton (extended for 60-days on 3/24/2026).

Any dredging conducted after the expiration of the current state and federal emergency authorizations would require the City to apply for new (non-emergency) FDEP and USACE permits.

FUNDING SOURCE: The funding for this project is being transferred from the General Fund available ending fund balance to the Wulfert Channel Dredging Special Assessment District Fund

RECOMMENDED ACTION: Approve the agreement with Bayside Dredging LLC to complete the 2026 SE Dinkins Bayou Dredging Project in the amount of $225,715 and authorize the City Manager to execute the agreement.

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

0 5 10
SCALE MILES

0 1250 2500
SCALE FEET

Vicinity Map

SCALE: 1" = 10 mi.

Location Map

SCALE: 1" = 2,500'

March 19, 2026 11:01:42 a.m.
Drawing: SANBMASTERHW.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

3-19-26
CLM

City of Sanibel

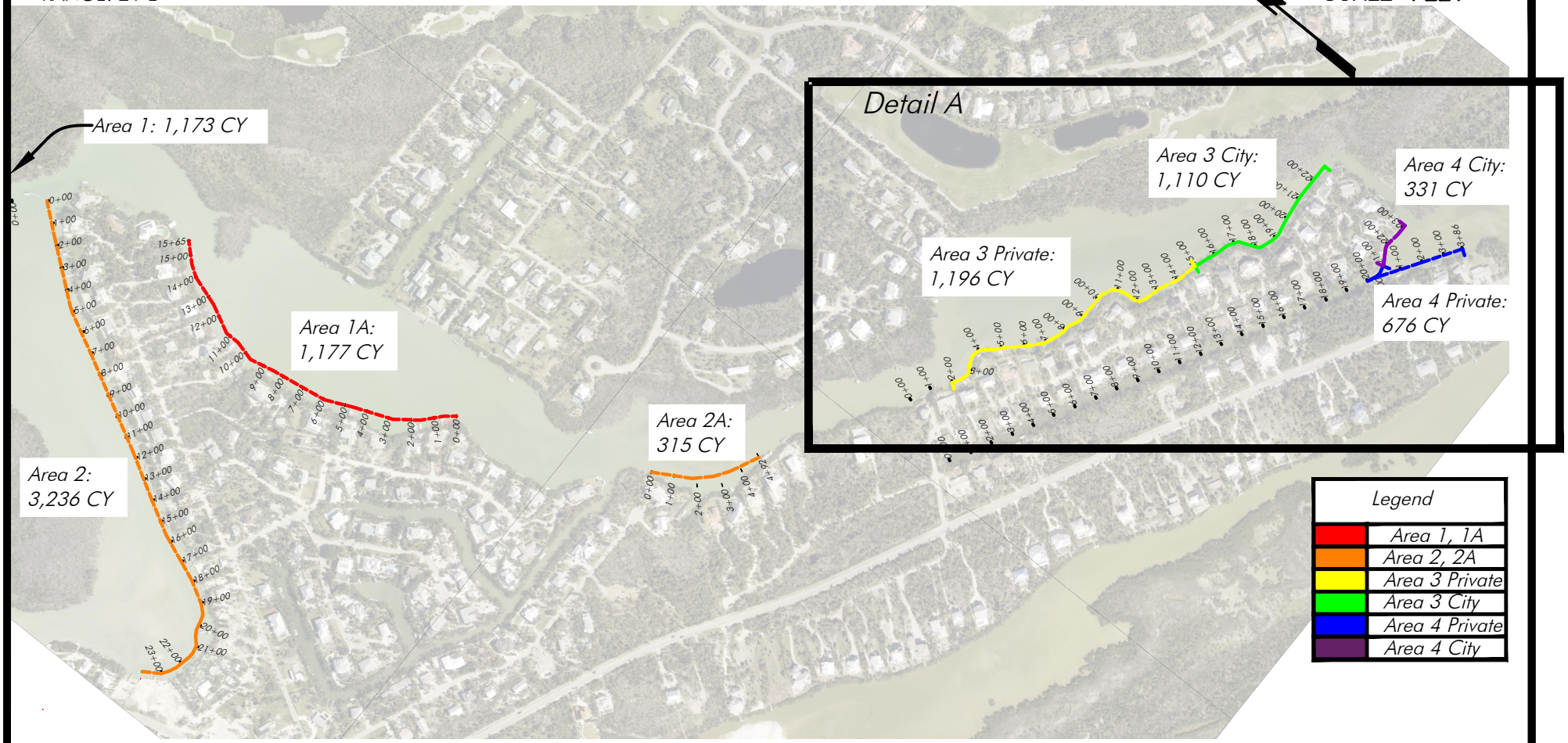
SHEET 1/3

650

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0' 300' 600'
SCALE FEET



Dredge Volume Calculation Areas

SCALE: 1" = 600'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @
-1.44' NAVD and MHW @ 0.25' NAVD.

March 19, 2026 11:01:42 a.m.
Drawing: SANSMASTERHW.DWG

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1938 Hill Avenue, Fort Myers, Florida 33901
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MARINE and ENVIRONMENTAL CONSULTANTS

3-19-26
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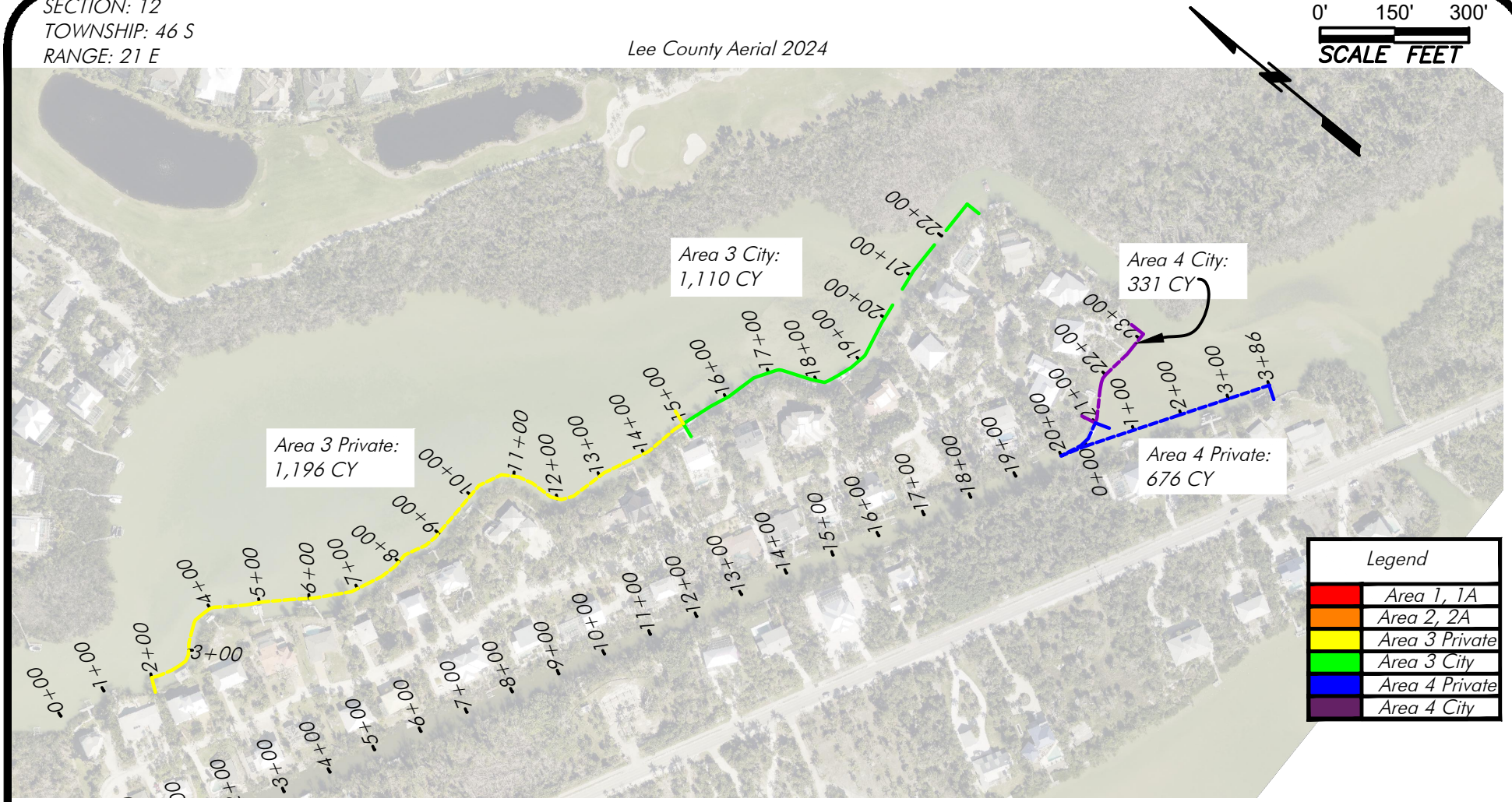
City of Sanibel

SHEET
2/3

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024



Dredge Volume Calculation Detail A

SCALE: 1" = 300'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

March 19, 2026 11:01:42 a.m.
Drawing: SANSMASTERHW.DWG

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1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

3-19-26
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City of Sanibel

SHEET 3/3

CONTRACT

THIS CONTRACT, made this _____ day of _____, 2026, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and Bayside Dredging LLC a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. This CONTRACT
   B. Dinkins Bayou Dredging Plans, Hans Wilson & Associates (3/19/2026)
      a. Dredging to include Area 3 City & Area 4 City only
   C. USACE Permit SAJ-2012-01760 (NWP-SJF)—Dinkins Bayou
   D. CONTRACTOR'S Proposal
   E. CONTRACT PW24-028 for the "Shell Harbor Entrance Channel and Canal Dredging Project"
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   "2026 SE Dinkins Bayou Maintenance Dredging Project" as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 14 calendar days after date of the NOTICE TO PROCEED and will complete the same on or before November 7, 2026, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$225,715.00** said amount being the total "**unit price sum / lump sum price"** as listed on the Contractor's proposal as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: Bayside Dredging LLC

By_____

Name Bayside Dredging LLC

Title President

Email bret@baysidedredging.com

Approved as to form

_____
City Attorney

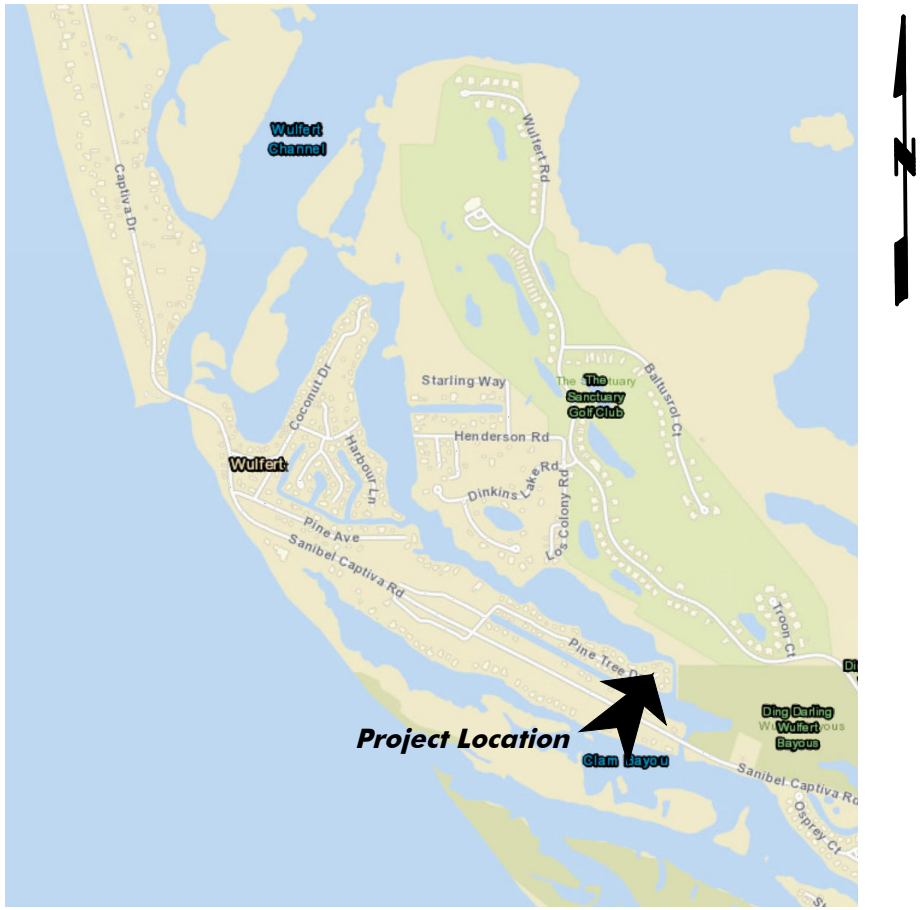
SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

0 5 10
SCALE MILES

0 1250 2500
SCALE FEET

Vicinity Map

SCALE: 1" = 10 mi.



Location Map

SCALE: 1" = 2,500'

May 26, 2026 9:08:16 a.m.
Drawing: SANBMASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
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5-26-26
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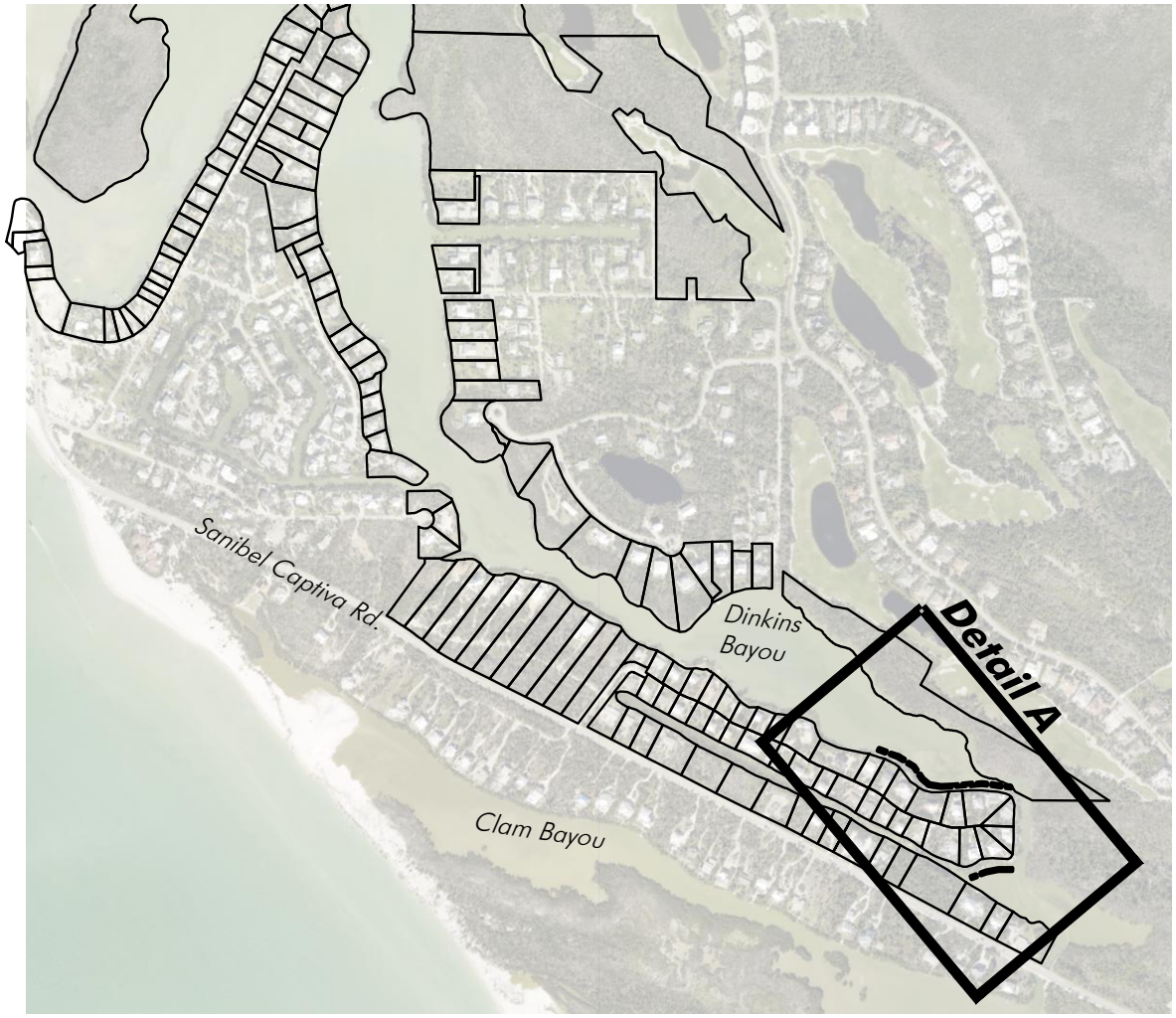
City of Sanibel

SHEET 1/7

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0 750 1500
SCALE FEET



Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

Overall Site Plan

SCALE: 1" = 1,000'

May 26, 2026 9:06:16 a.m.
Drawing: SANSMASTER.DWG

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1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

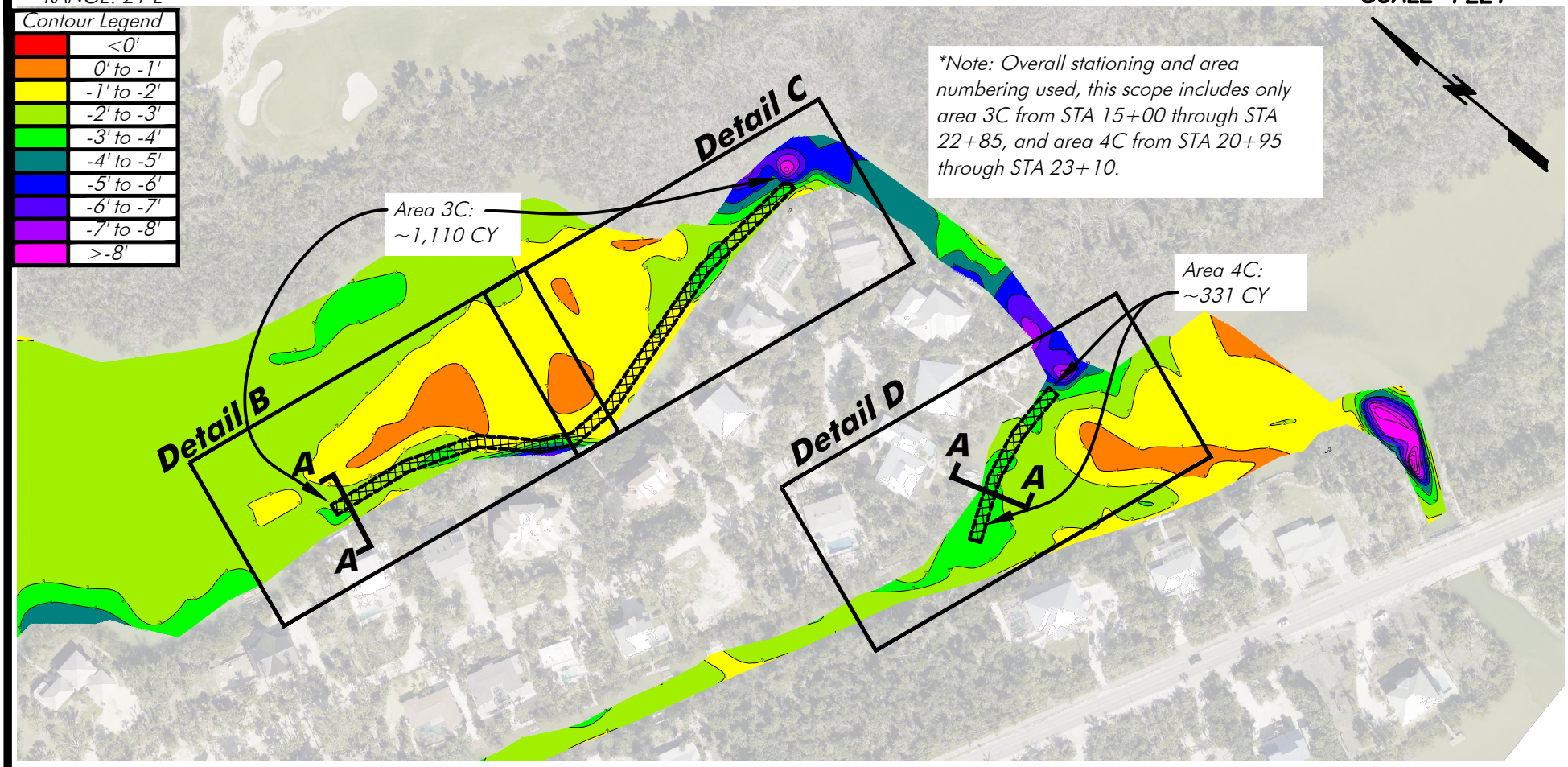
5-26-26
CLM

City of Sanibel

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0' 100' 200'
SCALE FEET



Detail A - Proposed Dredging Plan

SCALE: 1" = 200'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

May 26, 2026 9:08:16 a.m.
Drawing: SANSMASTER.DWG

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Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

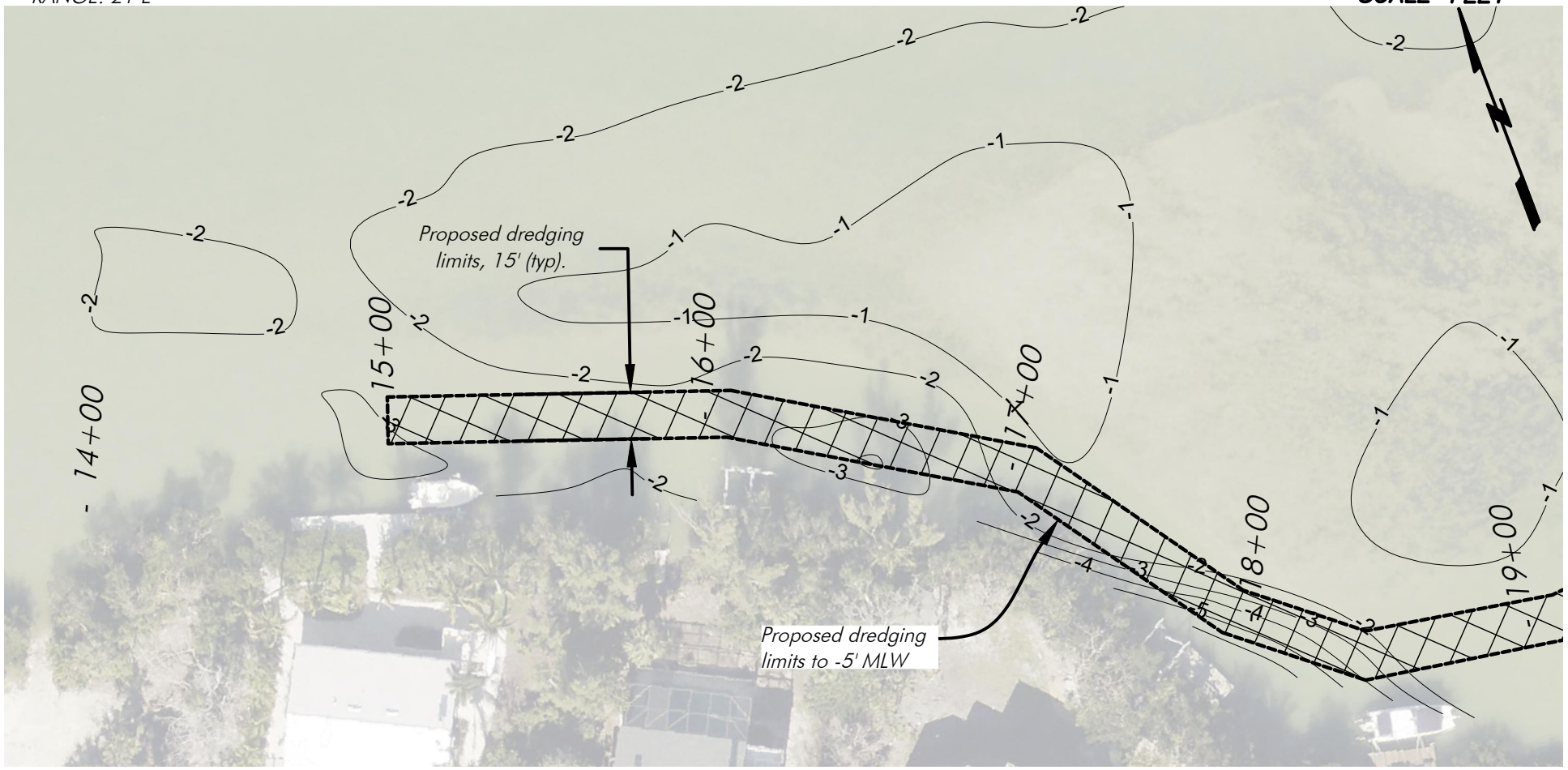
5-26-26
CLM

City of Sanibel

SHEET 3/7

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024



Detail B- Area 3C Proposed Dredging Plan

SCALE: 1" = 50'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

May 26, 2026 9:08:16 a.m.
Drawing: SANSMASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

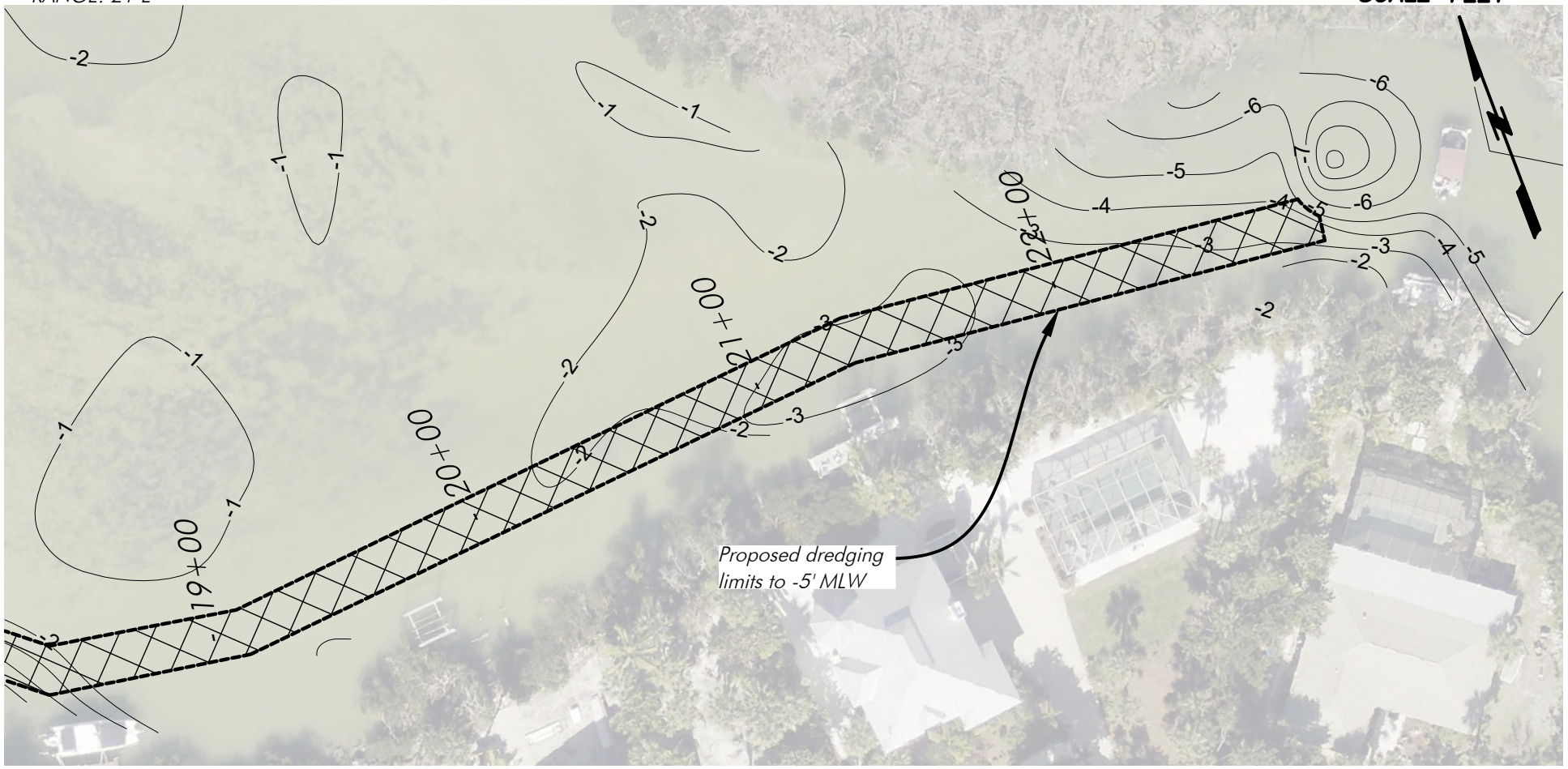
5-26-26
CLM

City of Sanibel

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0' 25' 50'
SCALE FEET



Detail C- Area 3C Proposed Dredging Plan

SCALE: 1" = 50'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

May 26, 2026 9:08:16 a.m.
Drawing: SANSMASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

5-26-26
CLM

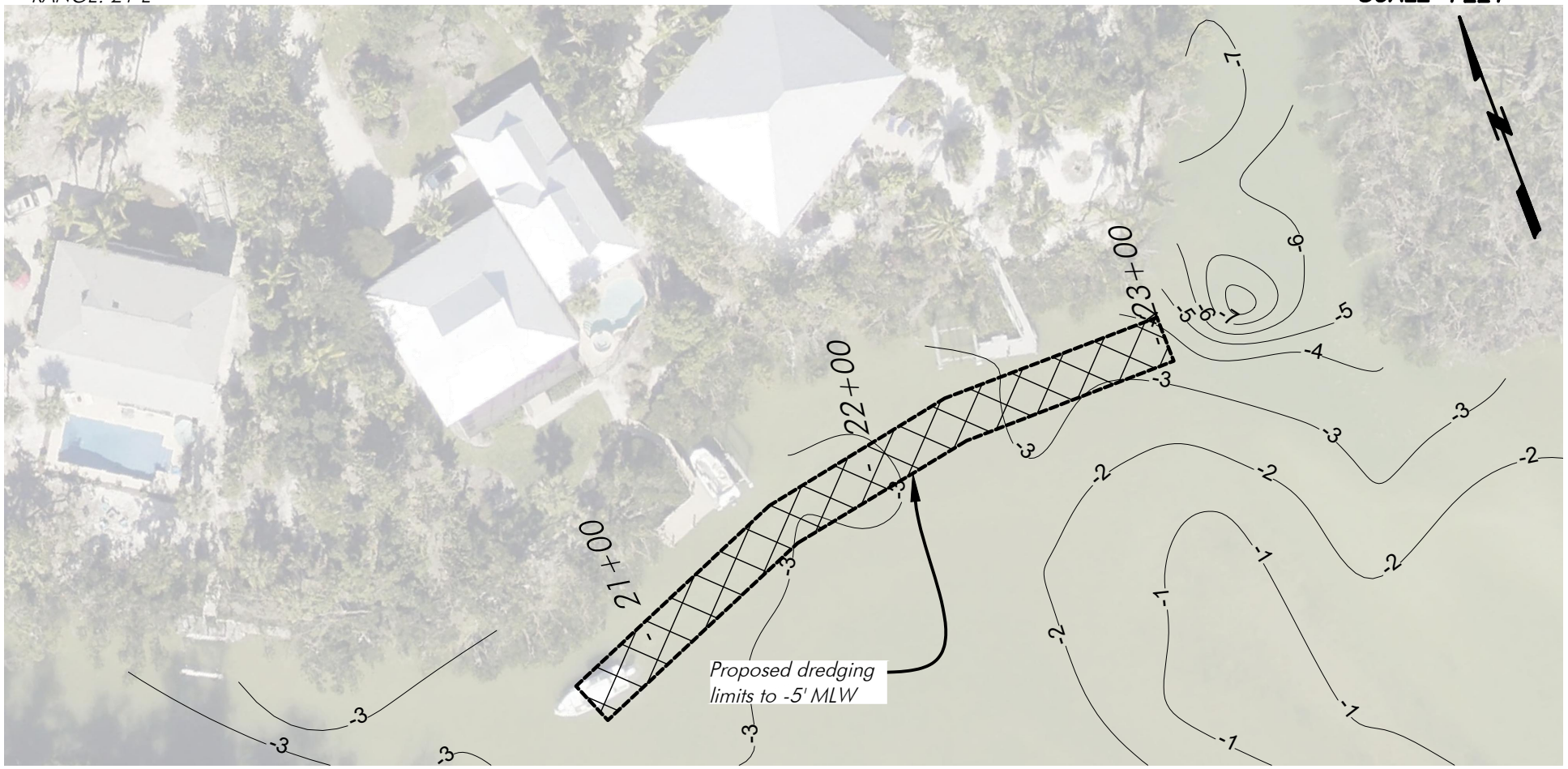
City of Sanibel

SHEET 5/7

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0' 25' 50'
SCALE FEET



Detail D- Area 4C Proposed Dredging Plan

SCALE: 1" = 50'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

May 26, 2026 9:08:16 a.m.
Drawing: SANSMASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

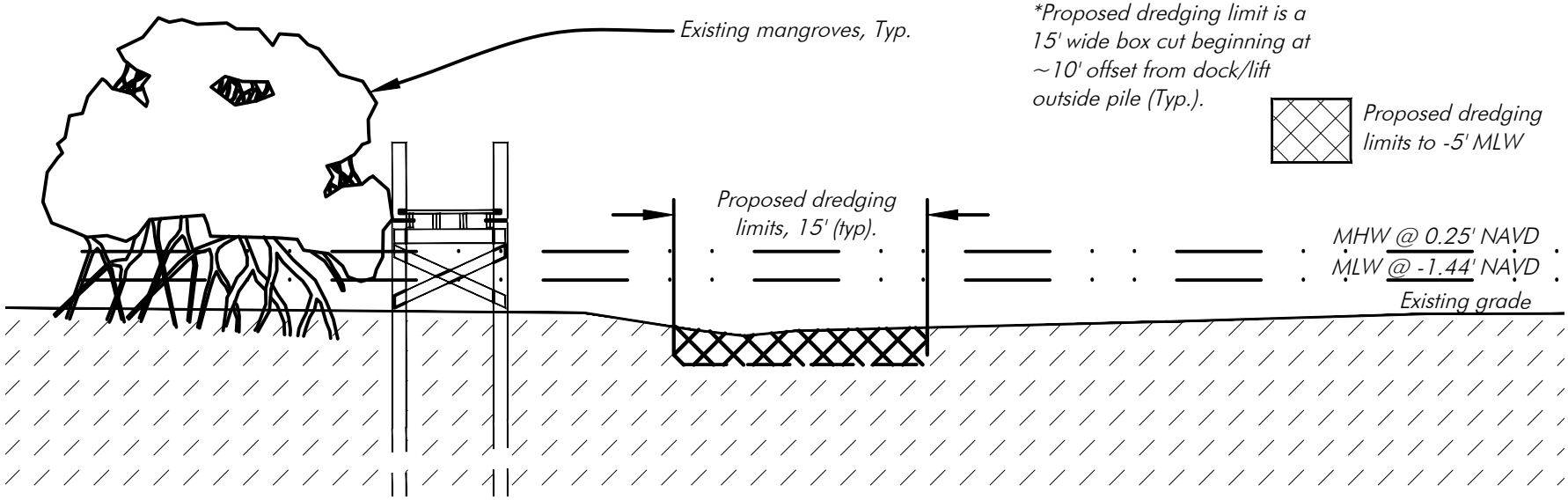
5-26-26
CLM

City of Sanibel

SHEET 6/7

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

0 5 10
SCALE FEET



Cross Section A-A (Typ.)

SCALE: 1" = 10'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

May 26, 2026 9:08:16 a.m.
Drawing: SANSMASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

5-26-26
CLM

City of Sanibel

SHEET 7/7

DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, JACKSONVILLE DISTRICT
1520 ROYAL PALM SQUARE BLVD, SUITE 310
FORT MYERS, FLORIDA 33919

June 23, 2025

Regulatory Division
West Permits Branch
Fort Myers Permits Section
SAJ-2012-01760 (NW-SJF)

City of Sanibel
C/o Holly Milbrandt
800 Dunlop Road
Sanibel, FL 33957
Sent via email: holly.milbrandt@mysanibel.com

Dear Mrs. Milbrandt:

The U.S. Army Corps of Engineers (Corps) has completed the review of your application for a Department of the Army permit received on April 11, 2025. Your application was assigned file number SAJ-2012-01760. A review of the information and drawings provided indicates that proposed project involves the maintenance dredge of approximately 2.2 miles of the previously dredged navigation channel through Sunset Bay, Dinkins Bayou and Pine Tree Drive Canal to a depth of -5.0 feet MLW, involving the removal of 13,540 cubic yards of accumulated material from 2.7 acres of non-vegetated tidal bottoms and temporarily stored at a temporary off-load site to be transported to an authorized upland disposal site. Mechanical dredging consists of a small barge and excavator operation. Turbidity curtains will be deployed around all work areas that are in/over waters of the U.S. The project site is located at Sunset Bay, Pine Tree Drive Canal and Dinkins Bayou adjacent to Pine Tree Road and Sanibel-Captiva Road, in Section(s) 12, Township 46 South, Range(s) 21 East, Castaway Estates, unrecorded subdivision in the City of Sanibel, Lee County, Florida. Approximate Central Coordinates: (Latitude: 26.47452°, Longitude: -82.16784°). The project would affect waters of the United States associated with the Sunset Bay, Dinkins Bayou, Pine Tree Drive Canal.

The activities subject to this permit are authorized pursuant to Section 10 of the Rivers and Harbors Act of 1899 (33 U.S.C. § 403).

Your project, as depicted on the enclosed drawings, is authorized by Nationwide Permit (NWP) 35 (Maintenance Dredging of Existing Basins). **This verification is valid until March 14, 2026.** Furthermore, if you commence or are under contract to commence this activity before the date that the relevant NWP is modified or revoked, you will have 12 months from the date of the modification or revocation of the NWP to complete the activity under the present terms and conditions of this NWP. In order for this NWP authorization to be valid, you must ensure that the work is performed in accordance with the NWP General Conditions and the Jacksonville District Regional Conditions, and the General and Project-Specific Special Conditions listed below. Alternatively, you can access the U.S. Army Corps of Engineers' (Corps) Jacksonville District's Regulatory Source Book web page for links to view NWP information at: https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/. Please be aware this Internet address is case sensitive and should be entered as it appears above. Once

there select "Source Book" and then select "Nationwide Permits." These files contain the description of the NWP authorization, the NWP general conditions, and the regional conditions, which apply specifically to this NWP verification.

You must comply with all of the special and general conditions for NWP-35, including any project-specific conditions included in this letter and all conditions incorporated by reference as described above.

General Conditions (33 CFR PART 320-330):

1. The time limit for completing the work authorized ends on **March 14, 2026**.

2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity, or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.

3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal and state coordination required to determine if the remains warrant a recovery effort of if the site is eligible for listing in the National Register of Historic Places.

4. If you sell the property associated with this permit you must obtain the signature of the new owner on the transfer form attached to this letter and forward a copy to this office to validate the transfer of this authorization.

5. If a conditioned water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.

6. You must allow a representative from this office to inspect the authorized activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of your permit.

Project Specific Special Conditions:

The following project specific special conditions are included with this verification:

1. Reporting Address: The Permittee shall submit all reports, notifications, documentation, and correspondence required by the general and special conditions of this permit to either (not both) of the following addresses:

a. For electronic mail (preferred): SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

b. For standard mail: U.S. Army Corps of Engineers, Regulatory Division, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019.

The Permittee shall reference this permit number, SAJ-2012-01760(NW –SJF), on all submittals.

2. As-Built Certification: Within 60 days of completion of the work authorized by this permit, the Permittee shall submit as-built drawings of the authorized work and a completed "As-Built Certification by Professional Engineer or Surveyor" form (Attached) to the Corps. The as-built drawings shall be signed and sealed by a registered professional engineer or surveyor and include the following:

a. A plan view drawing of the location of the authorized work footprint, as shown on the permit drawings, with an overlay of the work as constructed. The plan view drawing should show all existing water management structures and the completed structures, dredge/fill activities, and wetland impacts.

b. A list of any deviations between the work authorized by this permit and the work as constructed. In the event that the completed work deviates, in any manner, from the authorized work, describe on the attached "As-Built Certification by Professional Engineer" form the deviations between the work authorized by this permit and the work as constructed. Clearly indicate on the as-built drawings any deviations that have been listed. Please note that the depiction and/or description of any deviations on the drawings and/or "As-Built Certification by Professional Engineer" form does not constitute approval of any deviations by the Corps.

c. The Department of the Army permit number on all sheets submitted.

3. Dredged Material Disposal: The Permittee shall place all dredged material in a self-contained, upland disposal site. The Permittee shall maintain the upland disposal site to prevent the discharge of dredged material and associated effluent into waters of the United States.

4.Turbidity Barriers: Prior to the initiation of any of the work authorized by this permit, the Permittee shall install floating turbidity barriers with weighted skirts that extend within 1-foot of the bottom around all work areas that are in, or adjacent to, surface waters. The turbidity barriers shall remain in place and be maintained daily until the authorized work has been completed and turbidity within the construction area has returned to ambient levels. Turbidity barriers shall be removed upon stabilization of the work area.

5. Assurance of Navigation and Maintenance: The Permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structures or work herein authorized, or if in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the Permittee will be required, upon due notice from the U.S. Army Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

6. Manatee Conditions: The Permittee shall abide by the enclosed standard construction conditions designed to protect the endangered West Indian manatee, 2011 (Attached).

7. Manatee Observer: A dedicated manatee observer, whose sole responsibility is to watch for manatees, must be present during in-water work. The observer must be experienced in manatee observation techniques and have prior on-the-job experience as an observer during previous in-water work where the activities were similar in nature to the proposed project. The dedicated observer shall be present and perform no other duties that may interfere with their ability to observe for protected marine species. This person shall be someone other than the dredge and equipment operators/mechanics.

8. Jacksonville District Programmatic Biological Opinion (JAXBO): Structures and activities authorized under this permit will be constructed and operated in accordance with all applicable PDCs (Attached) contained in the JAXBO, based on the permitted activity. Failure to comply with applicable PDCs will constitute noncompliance with this permit. In addition, failure to comply with the applicable PDCs, where a take of listed species occurs, would constitute an unauthorized take. The NMFS is the appropriate authority to determine compliance with the Endangered Species Act. The most current version of JAXBO can be accessed at the Jacksonville District Regulatory Division website in the Endangered Species section of the Sourcebook located at: http://www.saj.usace.army.mil/Missions/Regulatory/SourceBook.aspx

JAXBO may be subject to revision at any time. The most recent version of these JAXBO must be utilized during the design and construction of the permitted work.

9. Posting of Permit: The Permittee shall have available and maintain for review a copy of this permit and approved plans at the construction site.

10. Daylight Hours: All activities must be completed during daylight hours.

11. Historic Properties:

a. No structure or work shall adversely affect impact or disturb properties listed in the National Register of Historic Places (NRHP) or those eligible for inclusion in the NRHP.

b. If, during permitted activities, items that may have historic or archaeological origin are observed the Permittee shall immediately cease all activities adjacent to the discovery that may result in the destruction of these resources and shall prevent his/her employees from further removing, or otherwise damaging, such resources. The applicant shall notify both the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)-245-6333 and the Corps, of the observations within the same business day (8 hours). Examples of submerged historical, archaeological or cultural resources include shipwrecks, shipwreck debris fields (such as steam engine parts, or wood planks and beams), anchors, ballast rock, concreted iron objects, concentrations of coal, prehistoric watercraft (such as log "dugouts"), and other evidence of human

activity. The materials may be deeply buried in sediment, resting in shallow sediments or above them, or protruding into water. The Corps shall coordinate with the Florida State Historic Preservation Officer (SHPO) to assess the significance of the discovery and devise appropriate actions. Project activities shall not resume without verbal and/or written authorization from the Corps.

c. Additional cultural resources assessments may be required of the permit area in the case of unanticipated discoveries as referenced in accordance with the above Special Condition and, if deemed necessary by the SHPO or Corps, in accordance with 36 CFR 800 or 33 CFR 325, Appendix C (5). Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume on non-federal lands without written authorization from the SHPO for finds under his or her jurisdiction, and from the Corps.

d. In the unlikely event that unmarked human remains are identified on non-federal lands; they will be treated in accordance with Section 872.05 Florida Statutes. All work and ground disturbing activities within a 100-meter diameter of the unmarked human remains shall immediately cease and the Permittee shall immediately notify the medical examiner, Corps, and State Archaeologist within the same business day (8-hours). The Corps shall then notify the appropriate SHPO. Based on the circumstances of the discovery, equity to all parties, and considerations of the public interest, the Corps may modify, suspend, or revoke the permit in accordance with 33 CFR Part 325.7. Such activity shall not resume without written authorization from the SHPO and from the Corps.

12. Special Aquatic Site Boundary Identification: Prior to the initiation of any authorized work, the Permittee shall stake the edges of the existing submerged aquatic vegetation (SAV) or live oyster beds, every 50-feet to ensure special aquatic site boundary visibility to all construction personnel to prevent encroachment and impacts to these sensitive areas.

This letter of authorization does not include conditions that would prevent the 'take' of a state-listed fish or wildlife species. These species are protected under sec. 379.411, Florida Statutes, and listed under Rule 68A-27, Florida Administrative Code. With regard to fish and wildlife species designated as species of special concern or threatened by the State of Florida, you are responsible for coordinating directly with the Florida Fish and Wildlife Conservation Commission (FWC). You can visit the FWC license and permitting webpage (http://www.myfwc.com/license/wildlife/) for more information, including a list of those fish and wildlife species designated as species of special concern or threatened. The Florida Natural Areas Inventory (http://www.fnai.org/) also maintains updated lists, by county, of documented occurrences of those species.

This letter of authorization does not give absolute Federal authority to perform the work as specified on your application. The proposed work may be subject to local building restrictions mandated by the National Flood Insurance Program. You should

contact your local office that issues building permits to determine if your site is located in a flood-prone area, and if you must comply with the local building requirements mandated by the National Flood Insurance Program.

This letter of authorization does not preclude the necessity to obtain any other Federal, State, or local permits, which may be required.

Thank you for your cooperation with our permit program. The Corps' Jacksonville District Regulatory Division is committed to improving service to our customers. We strive to perform our duty in a friendly and timely manner while working to preserve our environment. We invite you to complete our automated Customer Service Survey at https://regulatory.ops.usace.army.mil/customer-service-survey/. Please be aware this Internet address is case sensitive, and you will need to enter it exactly as it appears above. Your input is appreciated – favorable or otherwise.

Should you have any questions related to this NWP verification or have issues accessing the documents reference in this letter, please contact Stephen Fleming at the letterhead address above, via telephone at 239-334-1975 x003, or via e-mail at Stephen.j.fleming@usace.army.mil.

Sincerely,

FLEMING.STEPHEN.J.1383193970

Digitally signed by FLEMING.STEPHEN.J.1383193970
Date: 2025.06.23 12:06:30 -04'00'

Stephen Fleming
Project Manager

Enclosures:
Department of the Army Permit Transfer Request
As-built Certification
Standard Manatee Conditions for In-Water Work
National Marine Fisheries Service's "PDCs for In-Water Activities"
National Marine Fisheries Service's "PDCs for Maintenance Dredging"
Permit Drawings

DEPARTMENT OF THE ARMY PERMIT TRANSFER REQUEST

DA PERMIT NUMBER: SAJ-2012-01760(NW-SJF)

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. Although the construction period for works authorized by Department of the Army permits is finite, the permit itself, with its limitations, does not expire.

To validate the transfer of this permit and the associated responsibilities associated with compliance with its terms and conditions, have the transferee sign and date below and mail to the U.S. Army Corps of Engineers, Enforcement Section, Post Office Box 4970, Jacksonville, FL 32232-0019 or submit via electronic mail to: SAJ-RD-Enforcement@usace.army.mil (not to exceed 15 MB).

_____
(TRANSFEREE-SIGNATURE)

_____
(DATE)

_____
(NAME-PRINTED)

_____

_____
(MAILING ADDRESS)

_____
(CITY, STATE, ZIP CODE)

_____
(SUBDIVISION)

_____ _____
(LOT) **(BLOCK)**

_____
(STREET ADDRESS)

AS-BUILT CERTIFICATION BY PROFESSIONAL ENGINEER

Submit this form and one set of as-built engineering drawings to the U.S. Army Corps of Engineers, Enforcement Section, P.O. Box 4970, Jacksonville, FL 32232-0019. For electronic mail saj-rd-enforcement@usace.army.mil *(not to exceed 15 MB).*

1. Department of the Army Permit Number: SAJ-2012-01760(NW-SJF)

2. Permittee Information:

Name: _____

Address: _____

_____

3. Project Site Identification (physical location/address):

_____

_____

_____

4. As-Built Certification: I hereby certify that the authorized work, including any mitigation required by Special Conditions to the permit, has been accomplished in accordance with the Department of the Army permit with any deviations noted below. This determination is based upon on-site observation, scheduled, and conducted by me or by a project representative under my direct supervision. I have enclosed one set of as-built engineering drawings.

_____ _____

Signature of Engineer | Name (*Please type*)

_____ _____

(FL, PR, or VI) Reg. Number | Company Name

_____ _____ _____

City | State | ZIP

(Affix Seal)

_____ _____

Date | Telephone Number

Date Work Started:_____ Date Work Completed:_____

Identify any deviations from the approved permit drawings and/or special conditions (attach additional pages if necessary):

STANDARD MANATEE CONDITIONS FOR IN-WATER WORK
2011

The permittee shall comply with the following conditions intended to protect manatees from direct project effects:

a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.

c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1-888-404-3922. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the FWC must be used. One sign which reads *Caution: Boaters* must be posted. A second sign measuring at least 8 ½" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. These signs can be viewed at MyFWC.com/manatee. Questions concerning these signs can be sent to the email address listed above.

CAUTION: MANATEE HABITAT

All project vessels

IDLE SPEED / NO WAKE

When a manatee is within 50 feet of work
all in-water activities must

SHUT DOWN

Report any collision with or injury to a manatee:

Wildlife Alert:

1-888-404-FWCC(3922)

cell *FWC or #FWC

U.S. Army Corps of Engineers Jacksonville District's Programmatic Biological Opinion (JaxBO) Project Design Criteria (PDCs) for In-Water Activities

November 20, 2017

1) **(AP.7.) Education and Observation**: The permittee must ensure that all personnel associated with the project are instructed about the potential presence of species protected under the ESA and the Marine Mammal Protection Act (MMPA). All on-site project personnel are responsible for observing water-related activities for the presence of protected species. All personnel shall be advised that there are civil and criminal penalties for harming, harassing, or killing ESA-listed species or marine mammals. To determine which species may be found in the project area, please review the relevant Protected Species List at: http://sero.nmfs.noaa.gov/protected_resources/section_7/threatened_endangered/index.html

2) **(AP.8.) Reporting** of interactions with protected species:
   a) Any collision(s) with and/or injury to any sea turtle, sawfish, whale, or sturgeon occurring during the construction of a project, shall be reported immediately to NMFS's Protected Resources Division (PRD) at (1-727-824-5312) or by email to takereport.nmfsser@noaa.gov and SAJ-RD-Enforcement@usace.army.mil.
   b) Smalltooth sawfish: Report sightings to 1-844-SAWFISH or email Sawfish@MyFWC.com
   c) Sturgeon: Report dead sturgeon to 1-844-STURG 911 (1-844-788-7491) or email nmfs.ser.sturgeonnetwork@noaa.gov
   d) Sea turtles and marine mammals: Report stranded, injured, or dead animals to 1-877-WHALE HELP (1-877-942-5343).
   e) North Atlantic right whale: Report injured, dead, or entangled right whales to the USCG via VHF Channel 16.

3) **(AP.9.) Vessel Traffic and Construction Equipment**: All vessel operators must watch for and avoid collision with species protected under the ESA and MMPA. Vessel operators must avoid potential interactions with protected species and operate in accordance with the following protective measures:

   a) *Construction Equipment*:
      i) All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while operating in water depths where the draft of the vessel provides less than a 4-foot (ft) clearance from the bottom, and in all depths after a protected species has been observed in and has departed the area.
      ii) All vessels will follow marked channels and/or routes using the maximum water depth whenever possible.
      iii) Operation of any mechanical construction equipment, including vessels, shall cease immediately if a listed species is observed within a 50-ft radius of

construction equipment and shall not resume until the species has departed the area of its own volition.

iv) If the detection of species is not possible during certain weather conditions (e.g., fog, rain, wind), then in-water operations will cease until weather conditions improve and detection is again feasible.

b) *All Vessels*:
   i) Sea turtles: Maintain a minimum distance of 150 ft.
   ii) North Atlantic right whale: Maintain a minimum 1,500-ft distance (500 yards).
   iii) Vessels 65 ft in length or longer must comply with the Right Whale Ship Strike Reduction Rule (50 CFR 224.105) which includes reducing speeds to 10 knots or less in Seasonal Management Areas (http://www.fisheries.noaa.gov/pr/shipstrike/).
   iv) Mariners shall check various communication media for general information regarding avoiding ship strikes and specific information regarding right whale sightings in the area. These include NOAA weather radio, USCG NAVTEX broadcasts, and Notices to Mariners.
   v) Marine mammals (i.e., dolphins, whales [other than North Atlantic right whales], and porpoises): Maintain a minimum distance of 300 ft.
   vi) When these animals are sighted while the vessel is underway (e.g., bow-riding), attempt to remain parallel to the animal's course. Avoid excessive speed or abrupt changes in direction until they have left the area.
   vii) Reduce speed to 10 knots or less when mother/calf pairs or groups of marine mammals are observed, when safety permits.

4) **(AP.10.) Turbidity Control Measures during Construction:** Turbidity must be monitored and controlled. Prior to initiating any of the work covered under this Opinion, the Permittee shall install turbidity curtains as described below. In some instances, the use of turbidity curtains may be waived by the USACE project manager if the project is deemed too minimal to generate turbidity (e.g., certain ATON installation, scientific survey device placement, marine debris removal) or if the current is too strong for the curtains to stay in place. Turbidity curtains specifications:

   a) Install floating turbidity barriers with weighted skirts that extend to within 1 ft of the bottom around all work areas that are in, or adjacent to, surface waters.
   b) Use these turbidity barriers throughout construction to control erosion and siltation and ensure that turbidity levels within the project area do not exceed background conditions.
   c) Position turbidity barriers in a way that does not block species' entry to or exit from designated critical habitat.
   d) Monitor and maintain turbidity barriers in place until the authorized work has been completed and the water quality in the project area has returned to background conditions.
   e) In the range of ESA-listed corals (St. Lucie Inlet, Martin County south to the Dry Tortugas and the U.S. Caribbean) and Johnson's seagrass (Turkey Creek/Palm

Bay south to central Biscayne Bay in the lagoon systems on the east coast of Florida):

i) Projects that include upland earth moving (e.g., grading to install a building or parking lot associated with a dock and seawall project), must install sediment control barriers to prevent any upland sediments from reaching estuarine or marine waters.
ii) The turbidity curtain requirement cannot be waived for any project that moves or removes sediment (e.g., dredging, auger to create a pile, trenching to install a cableline). If turbidity curtains are not feasible in an area based on site conditions such as water current, high wave action, or stormy conditions, the project must undergo individual Section 7 consultation and is not covered under this Programmatic Opinion.

5) **(AP.11.) Entanglement:** All turbidity curtains and other in-water equipment must be properly secured with materials that reduce the risk of entanglement of marine species (described below). Turbidity curtains likewise must be made of materials that reduce the risk of entanglement of marine species.

a) In-water lines (rope, chain, and cable, including the lines to secure turbidity curtains) must be stiff, taut, and non-looping. Examples of such lines are heavy metal chains or heavy cables that do not readily loop and tangle. Flexible in-water lines, such as nylon rope or any lines that could loop or tangle, must be enclosed in a plastic or rubber sleeve/tube to add rigidity and prevent the line from looping and tangling. In all instances, no excess line is allowed in the water.
b) Turbidity curtains and other in-water equipment must be placed in a manner that does not entrap species within the construction area or block access for them to navigate around the construction area.

Activity 3 (A3): Maintenance, Minor, and Muck Dredging

Page 138 of JaxBO

Project Design Criteria

PDCs specific to Activity 3 (maintenance, minor, and muck dredging):

A3.1. Activities covered by this Opinion include:

A3.1.1. Maintenance dredging of existing areas such as canals, channels, basins, berths, marinas, boat slips, and areas around intake and discharge structures. Maintenance dredging will be limited to the depth and width previously authorized by the USACE or other regulatory authority such as FDEP or water management districts. There is no size limit for maintenance dredging so long as it meets the previously authorized depth and width. If the previous authorized depth is unknown, dredging is limited to -7.0 ft MLW including any advanced maintenance or overdredge.

A3.1.2. Minor dredging (non-maintenance) dredging as follows:

A3.1.2.1. For dredging to accommodate vessel mooring at boat slips around docks and marinas, the size is limited to the minimum necessary to accommodate vessel mooring, not to exceed 5,000 ft². The maximum allowed dredging depth (including overdredge) cannot exceed the depth of the adjacent navigational channel (i.e., controlling depth) or a maximum depth of -7 ft MLW. For projects located adjacent to federal channels (not within the dredged navigational channel), the dredging depth can exceed -7 ft MLW so long as it does not exceed the controlling depth of the federal channel.

A3.1.2.2. For treasure hunting and salvage operations that use blowers, propeller deflectors, and suctioning devices, the size is limited to a total of 5,000 ft² and is limited to sandy areas only.

A3.1.2.3. Minor dredging does not include dredging to create new navigational channels.

A3.1.2.4. Minor dredging includes dredging to accommodate the placement of shoreline stabilization, outfall structures; boat ramps; upland cut boat ramps and basins; temporary platforms, fill, and cofferdams; and placement of erosion and scour control-measures. This type of dredging is usually required to embed materials and/or to allow smooth transition of the work to the natural surrounding elevation.

A3.1.3. Muck Dredging, or removing accumulated organic to restore natural habitats and for water quality enhancement, as follows:

A3.1.3.1. Muck dredging cannot be used to increase water depths to support navigation, access, or vessel mooring.

A3.1.3.2. Dredging depths are limited to only that necessary to remove the muck layer down to natural sediments.

The following PDCs apply to all the activities described in PDC A3.1 above:

A3.2. This Opinion does not cover hopper dredging.

A3.3. With respect to the dredged material, all dredged material must be placed in an USACE-verified upland disposal site, EPA or USACE-designated open water disposal site, USACE Dredged Material Management Area, or USACE-approved beneficial use sites for mitigation or restoration, as long as it meets PDC A3.3.1-A3.3.3 below.

A3.3.1. The disposal sites shall employ erosion control measures such as upland erosion control, such as filtration or berms, or in-water turbidity curtains.

A3.3.2. Handling and storage of dredged material must be completed in a manner that prevents sedimentation, erosion, and turbidity during dewatering, overflow, transferring, and storage of the dredged material. For example, the overwater transfer of dredge material should either contain the dredged material and any water to prevent sedimentation or employ other methods, such as turbidity curtains in the marine environment, to ensure that any turbidity generated as the water is returned to the marine environment is contained. If the applicant conducts sediment testing voluntarily or in compliance with other law, and such testing indicates high levels of contaminants in the sediments to be dredged, water from dewatering should not be released back into the marine environment.

A3.3.3. This Opinion does not cover the use of in-water disposal sites (e.g., beneficial use sites or ocean disposal sites) unless the use of the in-water disposal sites has previously undergone ESA-Section 7 consultation with NMFS for disposal of material at these locations. If the applicant is seeking disposal in an in-water disposal location not previously consulted on by NMFS, then the entire project (both dredging and disposal) must be consulted on separately and is not covered under this Opinion.

A3.3.4. This Opinion applies to upland disposal of beach quality sand on beaches if placed above the existing MHW, if the grain size analysis indicates that the dredged sand is compatible with the existing beach sand, and if the sand placement does not change the existing waterward extension of the beach. Placement of beach sand on nesting beaches above MHW that may affect ESA-listed species is under the jurisdiction of the USFWS.

A3.4. This Opinion does not cover dredging within the mapped and authorized federal navigational channels (e.g., ICW, AIWW, GIWW, or harbors [e.g., Port Canaveral]). Dredging outside of the mapped channel in the surrounding waters is covered.

Additional PDCs for Activity 3 applicable in critical habitat:

In addition to the PDCs above, the project must be designed to meet the following PDCs if the project occurs in the critical habitat as described below.

A3.5. Smalltooth sawfish critical habitat:

A3.5.1. Maintenance dredging of canals in smalltooth sawfish critical habitat is covered under this Opinion as long as it is within the previously authorized dredge footprint and to the previously USACE authorized depth.

A3.5.2. For minor dredging: If only the shallow euryhaline (MHWL to -3 ft MLLW) water essential feature is present (i.e., no red mangroves), dredged depths are limited to a maximum depth of -3 ft MLLW. If red mangroves are present,

dredging, excavation, or disposal is not allowed within 5 ft of all red mangrove prop roots.

A3.5.3. Muck dredging, as defined in PDC A3.1.3, is not allowed in shallow, euryhaline habitat (MHWL to -3 ft MLLW)

A3.5.4. Dredging and disposal activities are not allowed in areas identified as smalltooth sawfish limited exclusion zones, defined in Section 2.1.1.1.

A3.6. Gulf sturgeon critical habitat: No treasure hunting or muck dredging is allowed in Gulf sturgeon critical habitat at any time of year. No maintenance or minor dredging is allowed in Gulf sturgeon critical habitat between September and March, when sturgeon are likely to be present in these areas. When allowed, maintenance and minor dredging activities shall be conducted according to the PDCs above for all dredging activities.

A3.7. *Acropora* critical habitat and the U.S. Caribbean: This Opinion does not cover dredging (maintenance, minor, or muck) and disposal in *Acropora* critical habitat where the essential features are present or within the U.S. Caribbean. This Opinion does not cover projects requiring penetrating or removing underlying hard substrate (e.g., bedrock, hardbottom) using any methods including blasting or fracturing. Treasure hunting is not allowed in *Acropora* critical habitat or the U.S. Caribbean.

A3.8. Johnson's seagrass critical habitat: Treasure hunting is not allowed in waters less than 12 ft (4 m) deep. Muck dredging is not allowed if the essential features are present. All other dredging is covered if conducted according to the PDCs above for all dredging activities.

A3.9. U.S. Caribbean sea turtle critical habitat (hawksbill, leatherback, and the NA DPS of green sea turtle critical habitat) and loggerhead sea turtle critical habitat: Dredging consistent with the PDCs above can occur in these critical habitat areas.

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

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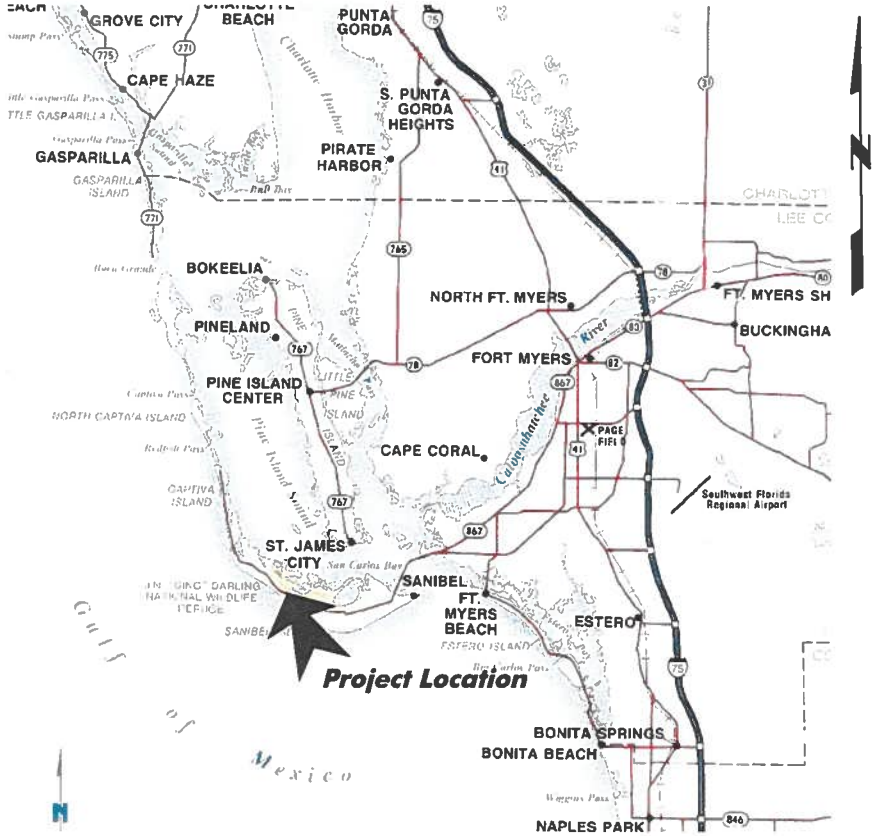

Vicinity Map

SCALE: 1" = 10 mi.

0 1250 2500
SCALE FEET

Location Map

SCALE: 1" = 2,500'

March 26, 2025 9:33:00 a.m.
Drawing: SANBMASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

3-26-25
JWA

City of Sanibel

SHEET 1/5

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

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SCALE FEET

Contour Legend	
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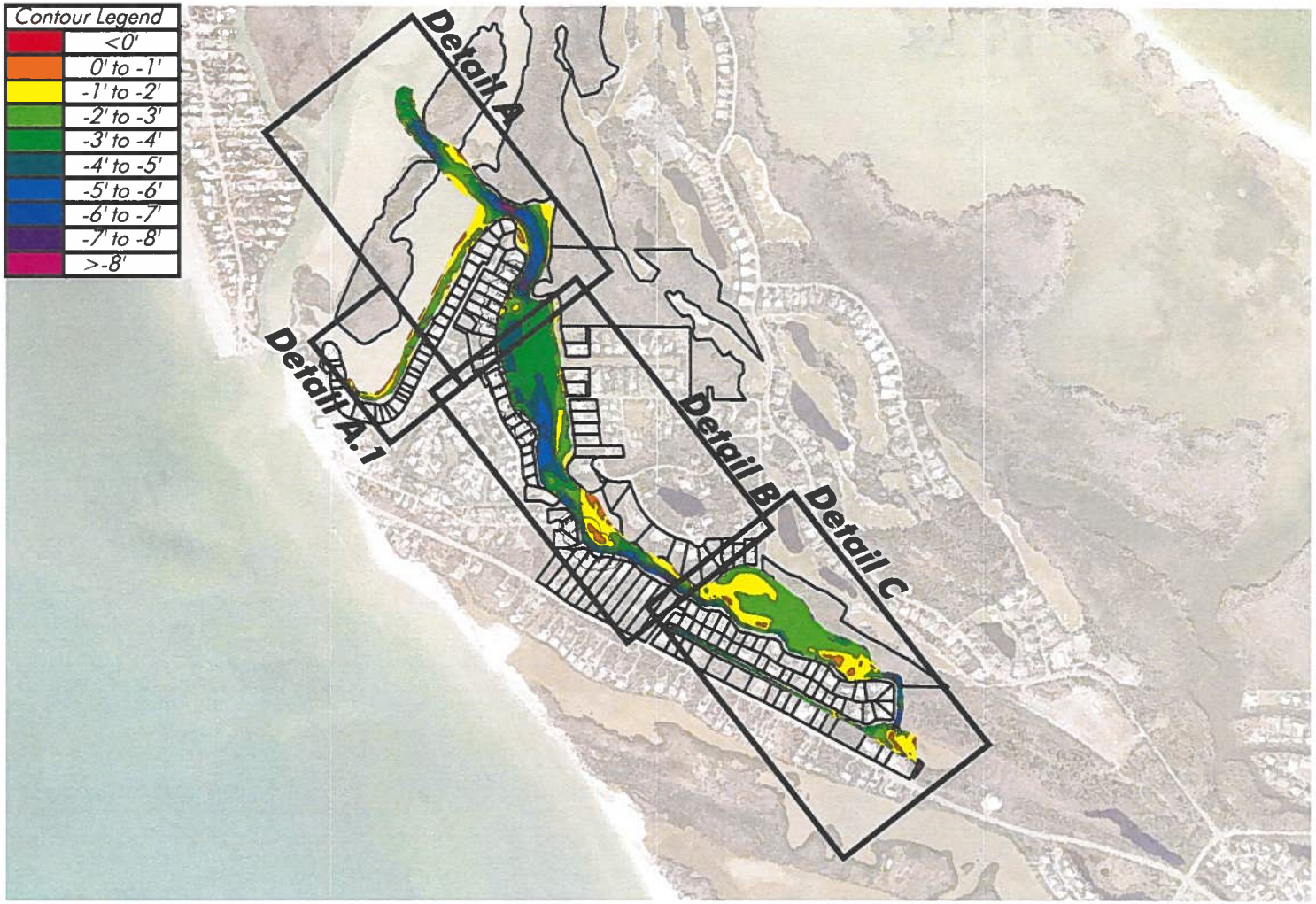
	0' to -1'
	-1' to -2'
	-2' to -3'
	-3' to -4'
	-4' to -5'
	-5' to -6'
	-6' to -7'
	-7' to -8'
	>-8'



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Overall Site Plan

SCALE: 1" = 1,500'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

March 26, 2025 9:33:00 a.m.
Drawing: SAN8MASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

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SHEET 2/5

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

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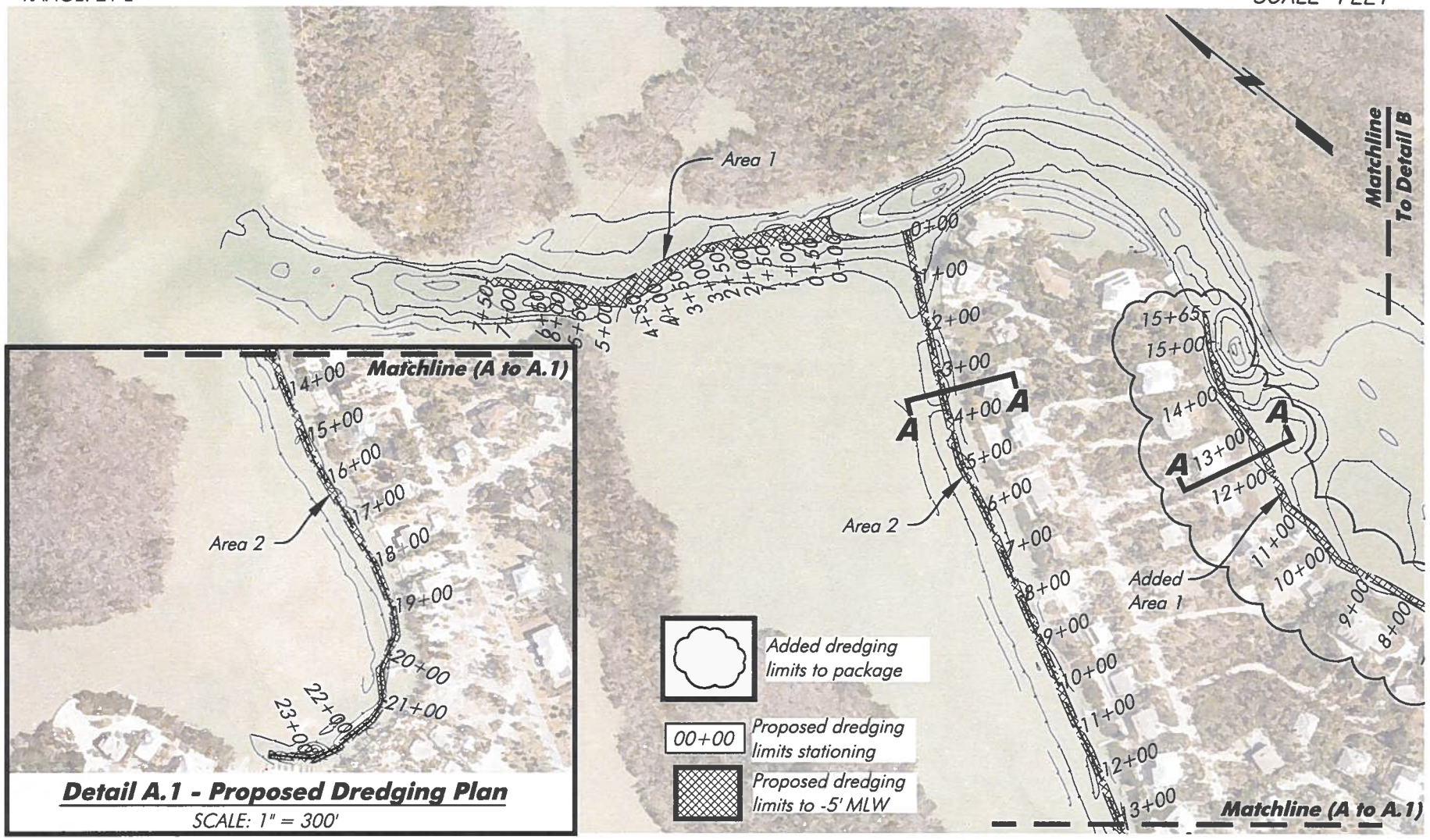
SCALE FEET



Detail A.1 - Proposed Dredging Plan
SCALE: 1" = 300'

Detail A - Proposed Dredging Plan
SCALE: 1" = 300'

March 26, 2025 9:33:00 a.m.
Drawing: SAN8MASTER.DWG

Note: Property lines reference Lee County Property Appraiser. Bathymetric survey conducted by HWA, Inc. on 12-11-24. Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
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SHEET 3/5

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

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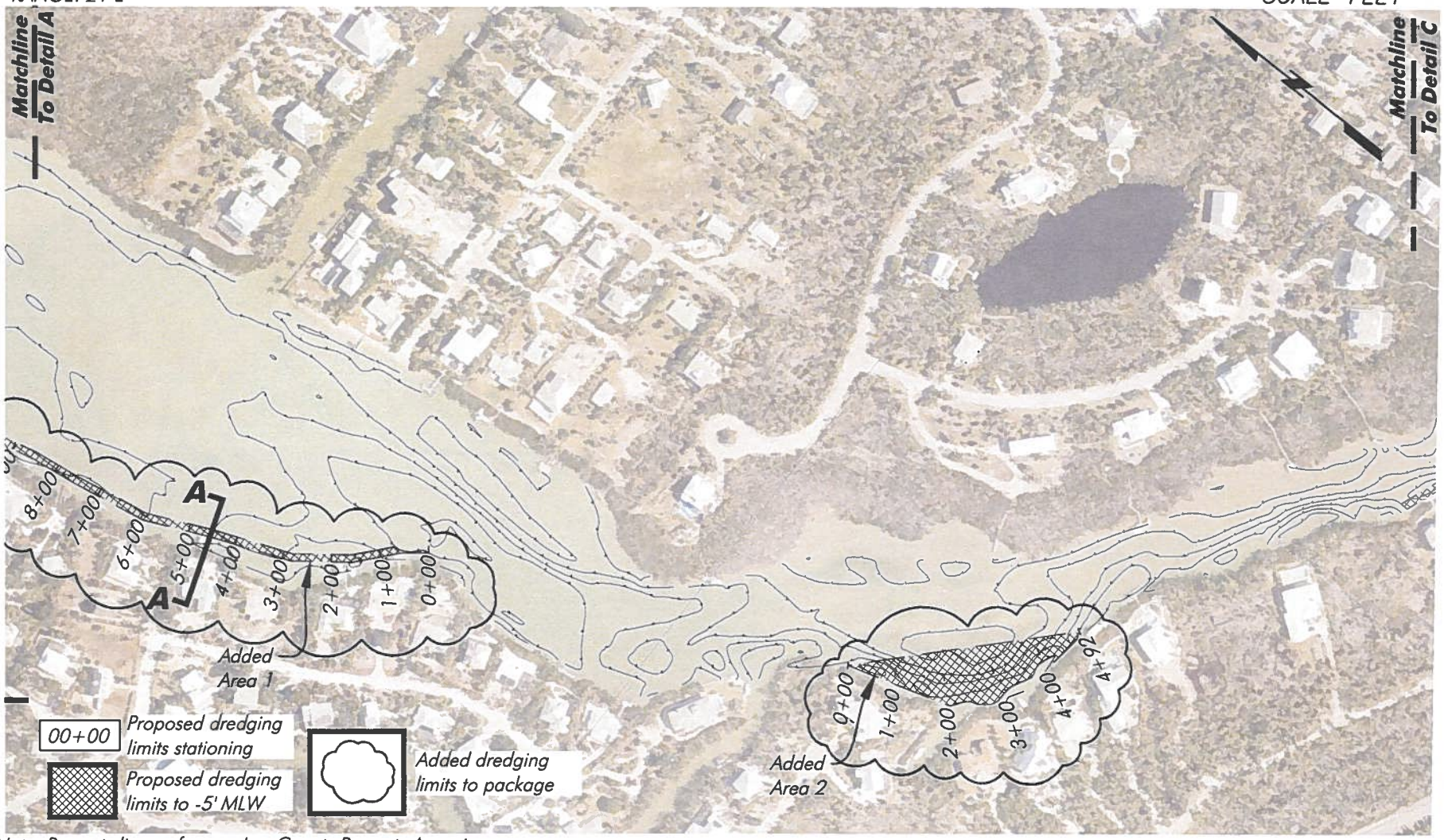
SCALE FEET



Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

Detail B - Proposed Dredging Plan

SCALE: 1" = 300'

March 26, 2025 9:33:00 a.m.
Drawing: SAN8MASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

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SHEET 4/5

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

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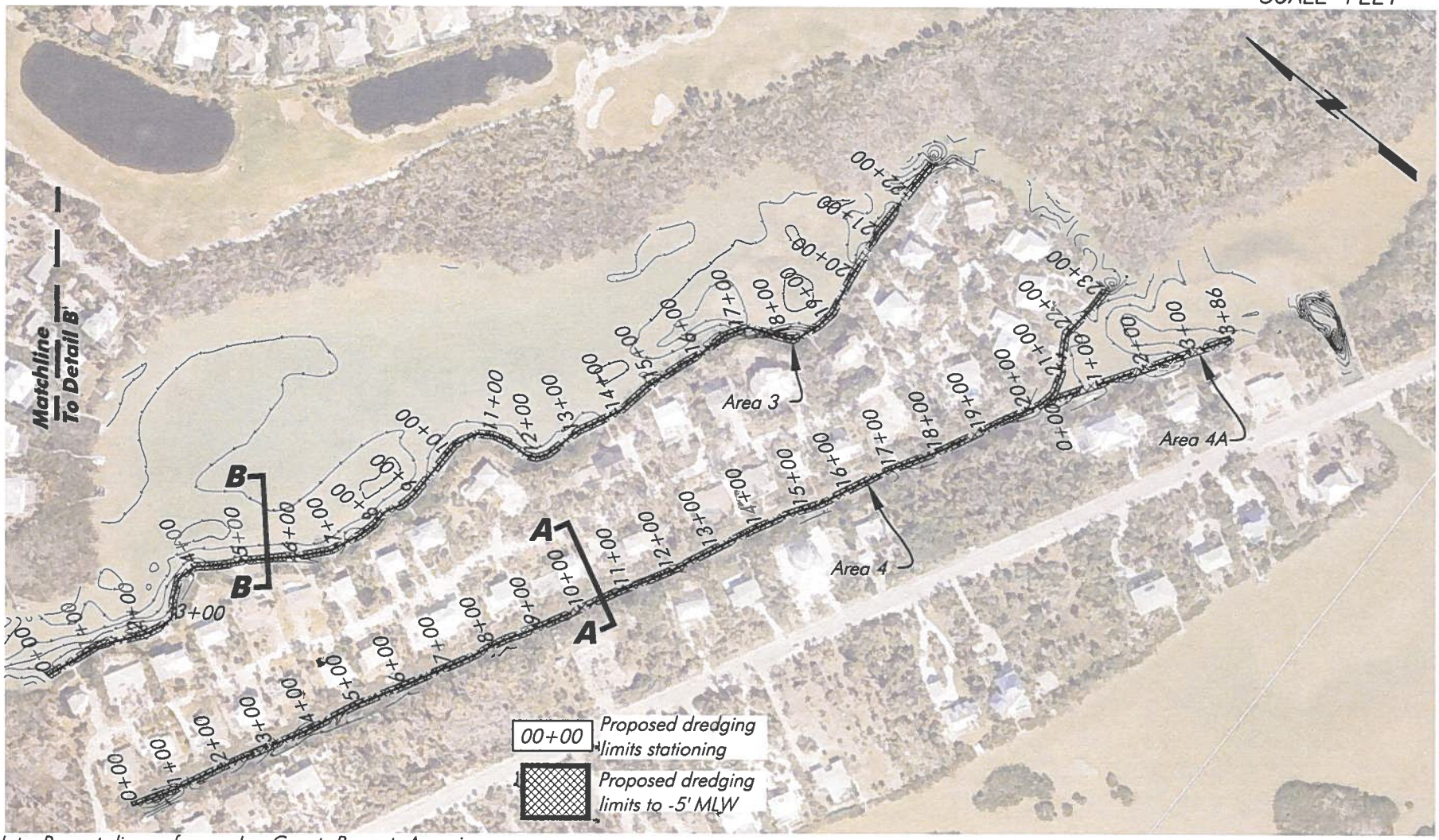
SCALE FEET



Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

Detail C - Proposed Dredging Plan

SCALE: 1" = 300'

March 26, 2025 9:33:00 a.m.
Drawing: SANBMASTER.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
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3-26-25
JWA

City of Sanibel

SHEET 5/5

Estimate
PO # TBD
Date
4/15/2026

12924 49th St N
Clearwater, FL 33762
Phone: 727-436-5044 Fax: 727-436-5003

Client: City of Sanibel
Project Manger: Holly Milbrandt
Phone: 239-472-3700 Email: holly.milbrandt@mysanibel.com
Address: 800 Dunlop Road
Sanibel, Fl 33957

President:
Bret Sapp

Project Name: Dinkins Bayou Maintenance Dredging-City Area 3 and 4

Description of work: Dinkins Bayou(Area 1) has filled in from storm damage. Owner has pulled an emergency permit to restore it back to previous conditions. Permit # SAJ-2012-01760 (NW-SJF)

Dredging Services: Mechanically dredge approximately 1,441 cy of material. Unload barge at Henderson Road boat ramp. Load directly into water tight sealed dumptrucks and hauled off the island to an upland disposal site.

Engineering/Permitting Services: USACE emergency permit pulled by owner. Work must start by September 1st.

Hauling Services: Bayside Dredging will haul the sidement to an upland disposal site off the island. Silt fence will be installed prior to any dumping.

Additional comments/notes: If additional material is requested to be removed, costs are identified below.

***Note* Contract to follow upon agreement on scope of work and permits if necessary**

Item	Description	Qty	Rate	Amount
1	Mobilization	1	$45,000.00	$45,000.00
2	Dredging (CY) Dinkins Bayou	1441	$100.00	$144,100.00
5	Hauling Sediment to Final Disposal Site (CY)	1441	$15.00	$21,615.00
6	Survey and Stakeout	1	$15,000.00	$15,000.00
			Total	**$225,715.00**

If you have any questions, please contact Bret Sapp at 727-436-5044.
We appreciate the opportunity to provide this scope of services and look forward to working with you.
SCC131152825

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

0 5 10
SCALE MILES

0 1250 2500
SCALE FEET

Vicinity Map

SCALE: 1" = 10 mi.

Location Map

SCALE: 1" = 2,500'

March 19, 2026 11:01:42 a.m.
Drawing: SANBMASTERHW.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

3-19-26
CLM

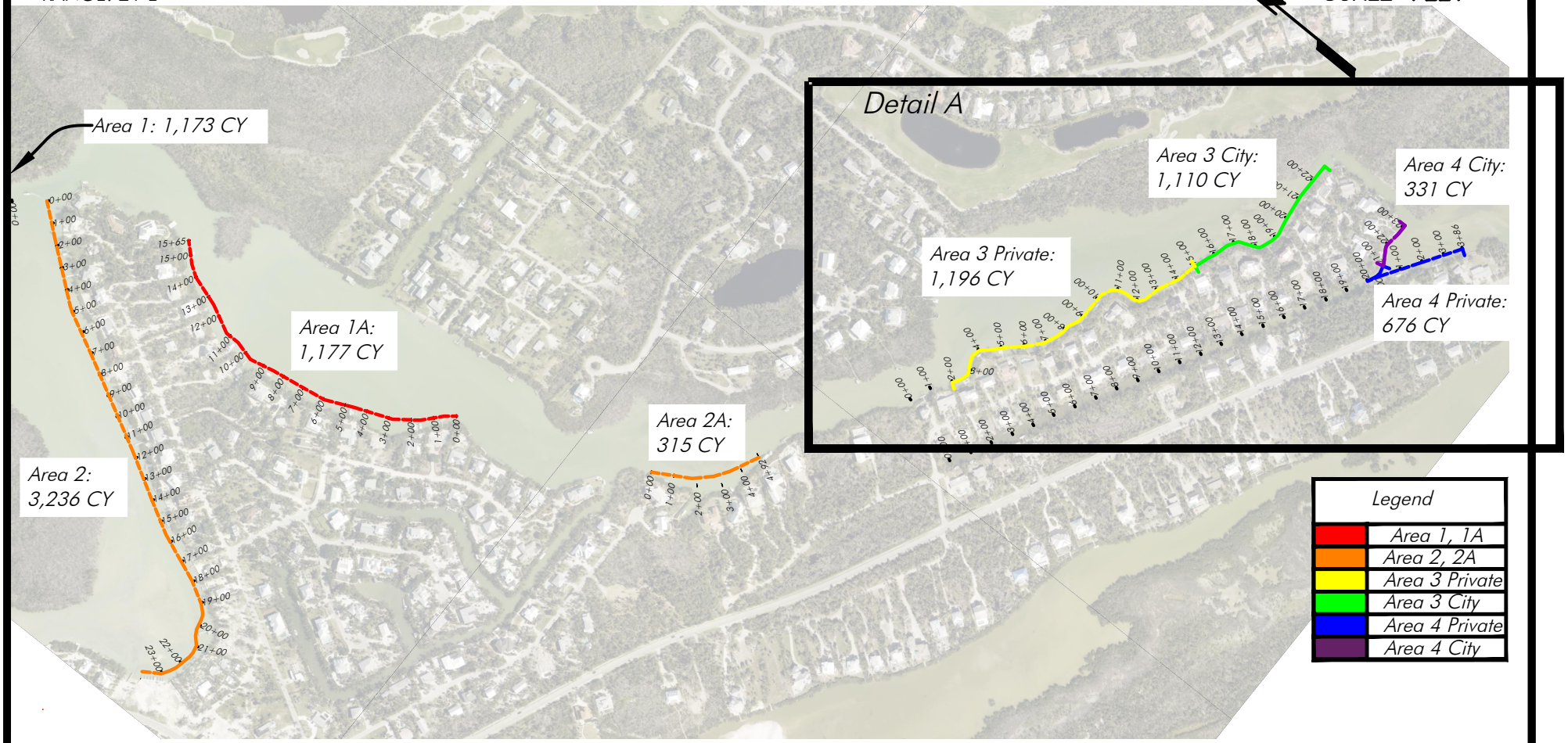
City of Sanibel

SHEET 1/3

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024

0' 300' 600'
SCALE FEET



Dredge Volume Calculation Areas

SCALE: 1" = 600'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

March 19, 2026 11:01:42 a.m.
Drawing: SANSMASTERHW.DWG

HWA Hans Wilson & Associates
1938 Hill Avenue, Fort Myers, Florida 33901
Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

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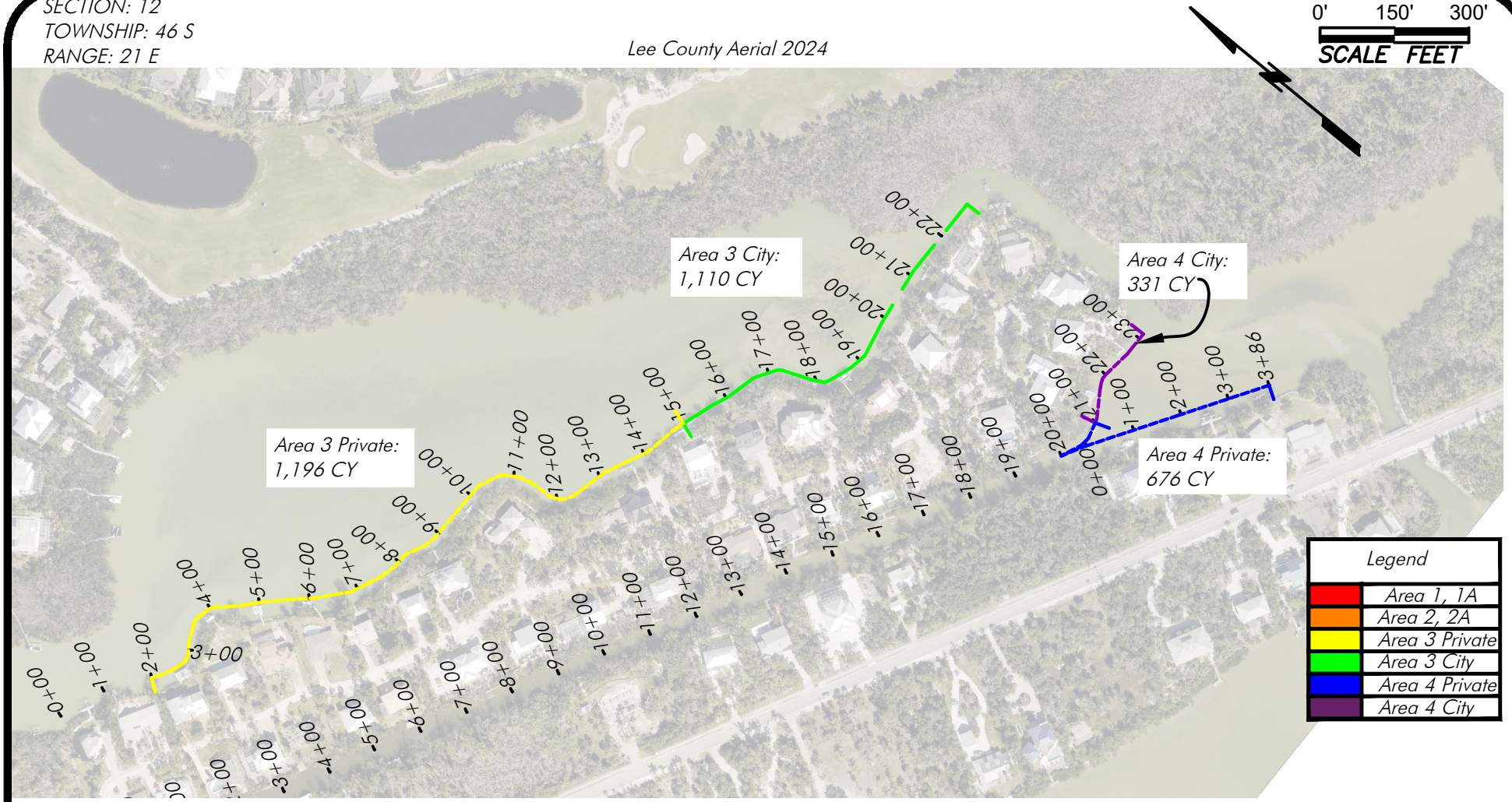
SHEET 2/3

SECTION: 12
TOWNSHIP: 46 S
RANGE: 21 E

Lee County Aerial 2024



Dredge Volume Calculation Detail A

SCALE: 1" = 300'

Note: Property lines reference Lee County Property Appraiser.
Bathymetric survey conducted by HWA, Inc. on 12-11-24.
Depths reference MLW per Tide Station 872-5383. MLW @ -1.44' NAVD and MHW @ 0.25' NAVD.

March 19, 2026 11:01:42 a.m.
Drawing: SANSMASTERHW.DWG

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Office: 239-334-6870 Fax: 239-334-7810
MARINE and ENVIRONMENTAL CONSULTANTS

3-19-26
CLM

City of Sanibel

SHEET 3/3

CONTRACT

THIS CONTRACT, made this 21st day of May, 2024, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER" and Bayside Dredging LLC a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for "Shell Harbor Entrance Channel and Canal Dredging Project" dated March 18, 2024, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
   C. CONTRACTOR'S Proposal in response to ITB-PW-0-2024/SK
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   "Shel Harbor Entrance Channel and Canal Dredging Project" as described in the CONTRACT DOCUMENTS (the "WORK")

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than April 15, 2024, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$ 237,500.00** said amount being the total **unit price sum** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

CITY OF SANIBEL, FLORIDA OFFICIAL CITY SEAL Incorporated Nov. 5, 1974

(SEAL)

ATTEST Scotty Lynn Kelly

Name Scotty Lynn Kelly, MMC

Title City Clerk

OWNER City of Sanibel

By

Name Dana A. Souza

Title City Manager

(SEAL)

ATTEST

Name Bayside Dredging

Title Vice President

CONTRACTOR: Bayside Dredging LLC

By

Name Bayside Dredging LLC

Title President

Email bret@baysidedredging.com

Approved as to form

City Attorney

CITY OF SANIBEL

SPECIFICATIONS FOR
Shell Harbor Entrance Channel and Canal Dredging Project

ITB-PW-0-2024/SK

March 18, 2024

Public Works Department -
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397

BIDS DUE BY: **2:30 PM, (ET) April 18, 2024**

PRE-BID CONFERENCE: **No Pre-Bid Conference**

NO QUESTIONS WILL BE ACCEPTED AFTER: **5:00 PM, (ET) April 8, 2024, all questions must be submitted in writing to scott.krawczuk@mysanibel.com and received by stated time.**

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFP may be sent back to the Vendor without being opened and/or given consideration for that project.

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Information to Bidders	IB-1
Proposal Form	P-1
Specimen Form of Contract Performance Bond	CF-3
Specimen Form of Periodic Estimate for Partial Payment	CF-6
Specimen Form of Contractor's Certificate	CF-9

GENERAL CONDITIONS

Contract Documents	GC-1
Owners-Contractor-Engineer Relations	GC-3
Materials, Equipment & Workmanship	GC-8
Insurance, Legal Responsibility & Safety	GC-11
Progress and Completion of Work	GC-16
Payments to Contractor	GC-18
Control of the Work	GC-22

SPECIAL PROVISIONS SP-1 (3 pages)

TECHNICAL SPECIFICATIONS TS-1 (9 pages)

APPENDICES

Appendix A – Shell Harbor Subdivision FDEP and
Army Corps of Engineers Permits 32 Pages

Appendix B – Sanibel Estates Subdivision
Army Corps of Engineers Permits 27 Pages

Appendix C – Sanibel Harbours Subdivision
Army Corps of Engineers Permits 27 Pages

Appendix D – Sanibel Isles/Water Shadows Subdivision
Army Corps of Engineers Permits 27 Pages

Appendix E – Emergency Services Dock and Boat Ramp (888 Sextant Dr) FDEP and
Army Corps of Engineers Permits 36 Pages

CITY OF SANIBEL, FLORIDA

ADVERTISEMENT FOR BIDS

Legal Notice is hereby given that sealed proposals will be received at the Office of the City Engineer, City of Sanibel, Florida, at the Public Works Building, 750 Dunlop Road, Sanibel, until 2:30 P.M., on APRIL 18, 2024 and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

The work for which proposals are to be received consists of the following:

SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

This project is located within Sanibel Island's Bay-Front Shoreline. **The work consists of dredging of the entrance channel to the Shell Harbor subdivision canal system and potential additional canal/island dredging locations.**

Proposals shall be properly and completely executed on a standard proposal form. Each proposal shall be accompanied by an acceptable certified check or cashier's check made payable to the City of Sanibel, or an acceptable Bidders Bond, in an amount not less than five percent (5%) of the total bid price.

The Contractor to whom the work is awarded will be required to furnish an acceptable Surety Bond in an amount of one hundred percent (l00%) of the contract price.

No bidder may withdraw his proposal within a period of sixty (60) days following the date set for receiving proposals. The City of Sanibel reserves the right to hold any and all bids for a period of not more than sixty (60) days and said bids shall be and remain valid and in full force and effect during said period. The City of Sanibel reserves the right to reject any and all proposals and to waive informalities.

Plans and Specifications for the work may be obtained online at:

https://www.mysanibel.com/government/public-works-department/useful-links/city-bids

_____
Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
March 18, 2024

INFORMATION FOR BIDDERS

1.01 SCOPE

A. The contract work provides for the **Shell Harbor Entrance Channel and Canal Dredging Project** and other related items pertinent and incidental thereto including the furnishing of all labor, materials, supplies, equipment, work and services, ready for satisfactory and continuous operation, in accordance with the drawings and specifications.

B. The work included in this contract is described briefly as follows: **The work consists of dredging of the entrance channel to the Shell Harbor subdivision canal system and potential additional canal/island dredging locations. along Sanibel Island's Bay-Front shoreline.**

C. There is no pre-bid conference for this project.

D. Project award is anticipated for the May 7, 2024 City Council meeting and the contractor shall be prepared to begin construction within two (2) to three (3) weeks following award**.**

1.02 CONTRACT DOCUMENTS AND SPECIFICATIONS

A. Work to be performed shall be in accordance with drawings and specifications prepared by the City of Sanibel.

1.03 BIDDER TO EXAMINE SITE

A. All bidders are to inform themselves of the conditions under which the work is to be performed, the site of the work, the obstacles which may be encountered, and all other relevant matters concerning the work to be performed. The successful bidder will not be allowed any extra compensation by reason of any matter or thing concerning which said bidder might have fully informed themself because of their failure to have so informed themself prior to the bidding.

1.04 INFORMATION NOT GUARANTEED

A. All information given relating to borings, material encountered, and groundwater is from the reports of the boring CONTRACTOR. Such information is furnished only for the information and convenience of the bidders. It is understood and agreed that the OWNER does not warrant or guarantee as to the accuracy or completeness of such information. Each bidder must satisfy themself regarding the character, quantities, and conditions of the various materials and work to be done.

B. It is further understood and agreed that the bidder or the CONTRACTOR will not use any information made available to themself or obtained by any examination made by them in any manner as a basis or ground of claim or demand of any nature against the OWNER arising from or by reason of any variance which may exist between the information offered and the actual materials and structures encountered during the construction work.

1.05 QUESTIONS REGARDING CONTRACT DOCUMENTS

A. In general, no answer will be given in reply to an oral question if the question involves an interpretation of the intent or meaning of the drawings or contract documents, or the equality or use of products or methods other than those definitely designated or described on the drawings or in the specifications. Any information given to bidders other than by means of the drawings and contract documents or by addenda as described below is given informally and shall not be used as the basis of a claim against the OWNER or the Engineer.

B. To receive consideration, such questions shall be submitted in writing to the OWNER by no later than **April 8, 2024 at 5:00PM (ET).** If the question involves equality or use of products or methods, it must be accompanied by drawings, specifications, or other data, in sufficient detail to enable the OWNER to determine the equality or suitability of the product or method. In general, the OWNER will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the selected CONTRACTOR for incorporation into the work.

C. The OWNER will arrange as addenda, which shall become a part of the Contract, all questions received as above provided, with his decision regarding each. Addenda will be posted by **April 13, 2024 at 5:00PM (ET).** It shall be the responsibility of the CONTRACTOR, prior to submitting a proposal, to check the Demandstar online marketplace to download any and all addenda associated with the project. CONTRACTOR shall acknowledge issued addenda on Proposal document page (P-2).

D. Unless such action shall have been taken by the CONTRACTOR and approval obtained, he agrees to use the product or method designated or described in the specifications or as amended by these addenda.

1.06 PROPOSAL FORM

A. All bids must be submitted upon the Proposal Form which will be furnished by the OWNER. The Proposal Form shall be completely executed and shall give the price bid for each item of work proposed, both in words and figures, and shall be signed by the bidder.

B. In the event of a discrepancy between the prices written in words and prices written in figures, the prices written in words shall govern.

C. The successful bidder shall be prepared to complete the work within **SIXTY (60)** Calendar days.

1.07 LETTER FROM SURETY

A. The CONTRACTOR shall submit with their executed bid proposal a letter or statement from their surety company that it will execute and deliver a one hundred percent (100%) Performance and Payment Bond.

1.08 AWARD OF CONTRACT

A. Lump Sum Proposals - The award of Contract shall be made to the low, responsive and responsible bidder on the lump sum proposals submitted for the work. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

B. Unit Price Proposals

(1) The award of the Contract will be made to the lowest responsible bidder on the total bid price given on the Proposal Form, page P-1. The Contract shall be deemed as having been awarded when formal notice shall have been served upon the successful bidder by an officer or agent of the OWNER duly authorized to give such notice.

(2) The quantities listed in the unit price proposal form are to be considered as approximate and are to be used for the comparison of bids only. The unit prices to be tendered by the bidders are to be tendered expressly for the scheduled quantities, as they may be increased or decreased as hereinafter provided. Payments, except for lump sum items in the unit price Contract, will be made to the CONTRACTOR for the actual quantities of work performed or materials furnished in accordance with the plans and specifications; and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased or diminished as hereinbefore provided without in any way invalidating the unit price bid. Where there is a conflict between the unit price and the extension thereof made by the bidder, the unit price shall govern, and the Engineer shall be authorized to make a correct extension of such unit bid price and to use such corrected extension in comparing bids.

(3) When prices are requested on "Alternate" items, the alternate item price will not be considered in determination of the low bidder.

(4) The City reserves the right to accept or reject any or all bids and to waive any formal irregularities in the bids, when deemed to be in the best interest of the City.

1.09 BID SECURITY

A. Each bid shall be accompanied by a cashier's check made payable to the OWNER or an acceptable bidder's bond in an amount of not less than five percent (5%) of the total bid price. The checks will be returned to all except the three lowest formal bidders within three days after the date of opening the bids. Any checks remaining with the OWNER shall be returned upon execution of a contract.

1.10 COMPARISON OF BIDS

A. Bids will be compared on the basis of the lump sum bid or the sum of unit price extensions plus the sum determined in evaluating the time of completion stated by the bidders in their proposals if the OWNER desires to make such evaluation. The net sum thus obtained shall be used to determine the order of bidding.

B. The sum to be used for evaluation of the time of completion stated by the bidder, if used, shall be only for comparison of bids. It shall be the product of $300.00 and the number of calendar days named by the bidder.

1.11 EXPERIENCE AND ABILITY OF CONTRACTOR

A. It is the intent of the OWNER not to award the Contract to any bidder who does not furnish satisfactory evidence they have the ability and experience in this class of work, and that they have sufficient capital and plant to enable them to prosecute the same successfully and to complete it in the time named in the proposal. CONTRACTOR shall have a minimum of **THREE (3)** years' experience with similar projects.

1.12 EXECUTION OF CONTRACT

A. The successful bidder to whom the Contract is awarded shall be required to execute **three (3)** copies of the Construction Contract and **three (3)** copies of the Performance and Payment Bond.

1.13 FORFEITURE OF BID SECURITY

A. In the event that the party to whom the Contract is awarded shall fail or neglect to execute the Contract and furnish satisfactory bonds within TEN (10) days after the OWNER has notified him that the Contract is ready for execution, the OWNER may determine that the bidder abandoned the Contract, and thereupon the proposal and acceptance shall be null and void; and the security accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such failure and neglect, and to indemnify the OWNER for any loss which may be sustained by failure of the bidder to execute the Contract. After the execution of the Contract and the acceptance of the bonds by the OWNER, the bid securities which have been retained by the OWNER shall be returned to the respective bidders.

1.14 UNAVAILABILITY OF MATERIALS

A. Bids must be based on use of the materials specified, subject to the provisions of any addenda issued. If the CONTRACTOR is unable to furnish or use any of the materials or equipment specified because of any order by a governmental agency limiting the manufacture or use, or because of the supply situation in the general market for such material or equipment, the CONTRACTOR shall offer substitutes therefor. The substitutes shall be suitable for the purpose, considering the factors of quality, serviceability, appearance, and maintenance. No substitute shall be used until it has been approved by the Engineer.

B. No consideration will be given to the use of substitutes on account of market conditions unless the CONTRACTOR demonstrates that for the item in question, CONTRACTOR placed their order and submitted shop drawings without delay, that CONTRACTOR has shown due diligence in attempting to locate the item as specified, and that the unavailability is due to market conditions in general throughout the particular industry.

C. If substitutes are used in the work, the compensation to be paid to the CONTRACTOR shall be subject to review and adjustment. As a general principle, if the Engineer shall determine that the substitute will be less satisfactory, the CONTRACTOR shall allow a credit to the

OWNER; only "under unusual circumstances shall there be an increase in" compensation to the CONTRACTOR on account of substitution. The basis upon which the amount of price adjustments will be founded shall be the cost of the appropriate items at the time the bids were opened.

1.15 DELETED

1.16 NONDISCRIMINATION IN EMPLOYMENT

A. Contracts for work under this proposal may obligate the CONTRACTOR and sub-contractors not to discriminate in employment practices.

B. Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the Contract.

1.17 RIGHT-OF-ACCESS

A. The CONTRACTOR agrees that a representative of the OWNER or Engineer will have access to the work wherever it is in preparation of progress and that the CONTRACTOR will provide facilities for such access and inspection.

1.18 SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION

A. The successful bidder shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction."

1.19 UTILITIES

A. All existing utility systems which conflict with the construction of the work herein shall be relocated or temporarily removed and replaced as required. Such relocating or temporary removal and replacement shall be accomplished at the expense of the CONTRACTOR, and the work shall be done by the Utility unless the Utility approves in writing that the work may be done by the CONTRACTOR.

B. The CONTRACTOR shall make all necessary applications and arrangements and pay all fees and charges for electrical energy for power and light required for the construction of this Contract during its entire progress. CONTRACTOR shall provide and pay for all temporary wiring, switches, connections and meters.

1.20 EASEMENTS

A. The OWNER will obtain right-of-way easements over and through certain private lands for the construction and rehabilitation. The width or limits of such rights-of-way will be defined by the OWNER before the work or construction shall begin. If the methods of construction employed by the CONTRACTOR are such as to require the use of land beyond the limits obtained, CONTRACTOR shall make their own agreements with the property owners

affected for the use of such additional land and submit a copy of the agreement to the "owner".

B. In all such easement rights-of-way, the CONTRACTOR shall be required to carefully remove the Owner's fences, or other obstacles to the construction procedure, and replace the same after the work is installed. The backfilling shall be to the grade of the existing ground level or to the grade as established by the Owner in the event the Owner permits the deposit of excess material upon such land.

C. The cost of all such restoration of property shall be included and no additional payment will be allowed for this work.

1.21 OPERATIONS WITHIN RIGHT-OF-WAY

A. In public thoroughfares, all operations of the CONTRACTOR, including those of temporary nature, must be confined within the applicable right-of-way limits. If the methods of the construction employed by the CONTRACTOR are such as to require the use of land beyond the public thoroughfares, CONTRACTOR shall make their own agreements with the property owners affected for the use of such additional land and submit a copy of the agreement to the "owner".

1.22 PUBLIC RECORDS

A. OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a CONTRACTOR or service provider to OWNER, CONTRACTOR is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONTRACTOR shall:

(1) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONTRACTOR'S services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

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

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the OWNER.

(4) Upon completion of the contract, transfer, at no cost to the OWNER, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the OWNER to perform the service. If the CONTRACTOR transfers all public records to the OWNER upon completion of the contract, the CONTRACTOR shall destroy any duplicate

public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the OWNER, upon request from the OWNER'S custodian of public records, in a format that is compatible with the information technology systems of the OWNER.

B. As required by Section 119.0701(2)(a), the following contact information is provided to the CONTRACTOR in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

1.23 DELETED

1.24 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(5) Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

PROPOSAL

CITY OF SANIBEL, FLORIDA
Shell Harbor Entrance Channel and Canal Dredging Project

April 18, 2024 @ 2:30PM

TO: CITY OF SANIBEL
Public Works Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for the **Shell Harbor Entrance Channel and Canal Dredging Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is (project award is based upon summation of three (3) years of Shell Harbor Entrance Channel Dredging as indicated on sheet P-3, include that dollar amount below):

_____Dollars ($_____)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **SIXTY (60)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. _____ is hereby acknowledged.

Respectfully submitted,

_____
Contractor

(Individual___), (Partnership___) or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Title _____

Address _____

City / State _____

Telephone _____

Fax _____

Email _____

DATE:

_____

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

THE CITY OF SANIBEL - SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT
BID OPENING APRIL 18, 2024 @2:30 PM

Base Bid - Shell Harbor 2024 Dredging Project					
Item No.	**Description**	**Quantity**		**Unit Price**	**Total Price**
1A	Mobilization and Construct/remove off-load site structure 2023/2024	1	LS		
1B	Dredge Shell Harbor Canal Entrance 2023/2024	2,000	CY		
2A	Mobilization and Construct/remove off-load site structure 2024/2025	1	LS		
2B	Dredge Shell Harbor Canal Entrance 2024/2025	2,000	CY		
3A	Mobilization and Construct/remove off-load site structure 2025/2026	1	LS		
3B	Dredge Shell Harbor Canal Entrance 2025/2026	2,000	CY		
Base Bid - Total for all 3 years of Shell Harbor Entrance Channel work used for low bidder award (enter this amount on proposal page 1, P-1)=					
Alternate Bid Items - Additional Potential Alternate Dredge Sites (mobilization item from above will be used if dredged separately from Shell Harbor)					
Alt - 1	Dredge Shell Harbor and/or Sanibel Estates Canal 2023/2024	2,000	CY		
Alt - 2	Dredge Shell Harbor and/or Sanibel Estates Canal 2024/2025	2,000	CY		
Alt - 3	Dredge Shell Harbor and/or Sanibel Estates Canal 2025/20246	2,000	CY		
Alt - 4	Dredge Sanibel Isles 2023/2024	2,000	CY		
Alt- 5	Dredge Sanibel Isles 2024/2025	2,000	CY		
Alt - 6	Dredge Sanibel Isles 2025/2026	2,000	CY		
Alt - 7	Dredge Sanibel Harbours 2023/2024	2,000	CY		
Alt - 8	Dredge Sanibel Harbours 2024/2025	2,000	CY		
Alt - 9	Dredge Sanibel Harbours 2025/2026	2,000	CY		
Alt - 10	Dredge Material Around Emergency Services Dock 2023/2024	800	CY		
Alt - 11	Dredge Material Around Emergency Services Dock 2024/2025	800	CY		
Alt - 12	Dredge Material Around Emergency Services Dock 2025/2026	800	CY		

City Fiscal Year runs October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024

City of Sanibel
Required Bid Items

Shell Harbor Entrance Channel and Canal Dredging Project

April 18, 2024

No.	Name	Page Reference
1	Bid Package in sealed envelope marked with Title of Bid, Bid Number, Name & Address of Bidder	Cover page Invitation to Bid
2	Complete proposal on form provided	Sheet A-1 Sheets P1 & P2
3	Include Certified Check or Bid Bond 5% or more of total bid price	Sheet A-1 and IB-3
4	Acknowledge issued addenda on page 2 of Proposal Form	Sheet IB-2, P2, GC-1
5	Letter or statement from Bidder's surety company it will execute and deliver a 100% Performance and Payment Bond	Sheet IB-2
6	Furnish evidence they have ability & experience, have sufficient capital and plant, and minimum 3-years of experience	Sheet IB-4
7	Complete Bid Schedule	Sheet P-3

SPECIMEN FORM OF CONTRACT

THIS CONTRACT, made this _____ day of _____, 2024, by and between THE CITY OF SANIBEL, FLORIDA, hereinafter called "OWNER", and _____ a Florida profit corporation, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the covenants set forth below and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, OWNER and CONTRACTOR hereby agree as follows:

1. The term "CONTRACT DOCUMENTS" means and includes the following, all of which are incorporated herein and made part of the CONTRACT:

   A. Specifications for “Shell Harbor Entrance Channel and Canal Dredging Project” dated March 18, 2024, including, without limitation, all General Specifications, General Conditions, Special Provision, Required Contract Provisions, Technical Specifications, and Appendices
   B. Bidding Documents, including Advertisement, Information to Bidders, and Addenda
   C. CONTRACTOR’S Proposal in response to ITB-PW-0-2024/SK
   D. This CONTRACT
   E. Performance and Payment Bond
   F. Notice of Award
   G. Notice to Proceed
   H. Change Order(s)

2. The CONTRACTOR will commence and complete the construction which includes:

   “Shel Harbor Entrance Channel and Canal Dredging Project” as described in the CONTRACT DOCUMENTS (the “WORK”)

3. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the completion of the WORK.

4. The CONTRACTOR will commence the WORK within 6 calendar days after date of the NOTICE TO PROCEED and will complete the same no later than April 15, 2024, unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

5. The CONTRACTOR agrees to perform all of the WORK in accordance with the CONTRACT DOCUMENTS for the sum of **$_____** said amount being the total “**unit price sum / lump sum price”** as listed on the Contractor's proposal form as submitted for this project.

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

7. The CONTRACT DOCUMENTS embody the entire agreement of CONTRACTOR and OWNER regarding the Work. No deviation from the CONTRACT DOCUMENTS will be allowed, honored or compensated unless accompanied by a fully executed change order.

8. This CONTRACT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns; however, CONTRACTOR shall not assign or otherwise

transfer its rights, duties or obligations under this CONTRACT without prior written consent of OWNER.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in counterparts each of which shall be deemed an original on the date first above written.

(SEAL)

ATTEST_____

Name_____

Title_____

OWNER City of Sanibel

By_____

Name_____

Title_____

(SEAL)

ATTEST_____

Name_____

Title_____

CONTRACTOR: _____

By_____

Name_____

Title _____

Email _____

Approved as to form

_____
City Attorney

SPECIMEN FORM OF CONTRACT
PERFORMANCE AND PAYMENT BOND

BY THIS BOND, WE

_____
(Name of Contractor)

_____
(Address of Contractor)

A _____, as principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

a Corporation, as Surety, are bound to

_____
(Name of Owner)

_____
(Address of Owner)

herein called Owner, in the sum of _____

_____Dollars, ($_____)

for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated _____, **"Year"** between Principal and Owner for construction of:

   _____

   _____

   _____

   _____

   the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract and;

2. Promptly makes payments to call claimants, as defined in Section 255.05 (1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract and;

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract and;

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract Documents and compliance or non-compliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond.

DATED ON _____, **"Year"**.

ATTEST:

_____
Principal

_____
(Principal) Secretary

By_____

_____

_____

_____

(SEAL)

_____
(Witness as to Principal)

_____
(Address)

_____

ATTEST:

_____
Surety

_____ By_____
(Surety) Secretary Attorney-in-Fact

(SEAL)

_____
(Address)

_____ _____
(Witness as to Surety)

_____ _____
(Address)

_____

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT: _____ OWNER: _____

ENGINEER: _____ CONTRACTOR: _____

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____ TO _____

ANALYSIS OF ADJUSTED CONTRACT AMOUNT TO DATE

A. Original contract amount (Col.6) _____
B. Plus: Change Order Additions (Col.13) _____
C. Less: Change Order Deductions (Col.16) _____
D. Adjust contract amount to date _____

ANALYSIS OF WORK PERFORMED

1. Amount of original contract work performed to date (Col.8) _____
2. Change Order work performed to date _____
3. Total amount of work performed to date _____
4. Add: Materials stored at close of this period
   (Attach detailed schedule _____
5. Less: Amount retained _____ percent _____
6. Net amount earned on contract work to date _____
7. Less: Amount of previous payments_____
8. Balance due this payment_____

CERTIFICATION OF CONTRACTOR

According to the best of my knowledge and belief, I certify that all items and amounts shown on the face of this periodic estimate are correct; that all work has been performed and/or material supplied in full accordance with the Terms and Conditions of the Contract, and/or duly authorized deviations, substitutions, alterations, and/or additions; that this estimate is as true and correct statement of the contract account up to and including the last day of the period covered by this Periodic Estimate, and that no part of the "Balance Due This Payment" has been received:

_____ By_____
(Contractor) (Authorized Representative)

_____ Title_____

RECOMMENDATION OF ENGINEER

In accordance with the contract and this Periodic Estimate for Partial Payment, the Contractor is entitled to payment in the amount shown above.

DATE: _____ By_____

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____ FOR PERIOD _____TO_____

		CONTRACT AMOUNT				COMPLETED TO DATE		
ITEM NO. (1)	DESCRIPTION OF ITEM (2)	QUANTITY (3)	UNIT OF MEAS. (4)	COST PER UNIT (5)	TOTAL AMOUNT (6)	QUANTITY (7)	AMOUNT (8)	% COM-PLETE (9)
TOTAL								

PERIODIC ESTIMATE FOR PARTIAL PAYMENT

PROJECT:

OWNER:

ENGINEER:

CONTRACTOR:

PERIODIC ESTIMATE NO. _____FOR PERIOD _____ TO _____

SCHEDULE OF CHANGE ORDERS

CHANGE ORDER				ADDITIONS		
NO. (10)	DATE (11)	DESCRIPTION (12)	AMOUNT (13)	PERCENT COMPLETE (14)	AMOUNT COMPLETED TO DATE (15)	DEDUCTIONS (16)
TOTAL						

CONTRACTOR'S LETTERHEAD

CONTRACTOR'S CERTIFICATE

I, _____, the duly qualified, acting and authorized agent of the Contractor, _____ on the project, do hereby certify that we have performed all of the work set forth in strict accordance with the plans, specifications, laws and ordinances applicable thereto and do further certify that all materials and equipment listed herein have been paid for in full as allowed on all prior Estimates and, if requested to do so, will show evidence of payment for same in writing before the final payment of this Estimate No. _____.

I further certify (if this is a Final Estimate) that the amount received hereunder is considered compensation and final payment in full for all work performed under the Contract, including any amendments thereto, and upon payment of said sum, hereby release the Owner, its employees, agents, and representatives in accordance with said Contract. We further certify that we fully guarantee all work performed hereunder for a period of twelve months from the date of payment for the Final Estimate, (in accordance with the terms of our original Contract and all Amendments thereto), during which time all terms and conditions of the original Contract Documents shall remain in full force and effect, including the insurance requirements, Hold Harmless Agreement and Indemnifying Agreements as contained in said Contract Documents.

CERTIFIED TO FOR PAYMENT ON THIS _____ DAY OF _____, **"Year"**.

CONTRACTOR'S SEAL

_____
Contractor

BY: _____

TITLE: _____

Sworn to before me this _____ day of _____, **"Year"**.

_____
NOTARY

My commission expires: _____:

(NOTARY SEAL)

PROJECT: _____

OWNER: City of Sanibel _____

CHANGE ORDER NO. _____

TO: _____

_____

_____

You are hereby authorized to make the following additions and/or deductions to your contract amount.

	PREVIOUS CONTRACT AMOUNT	NET CHANGE		REVISED		CONTRACT AMOUNT
		INCREASE	DECREASE	(DEDUCT)	(ADD)	
TOTAL:	$_____	$_____	$_____	$_____	$_____	$_____

Description of Change: Add Deduct

RECOMMENDED: APPROVED:

OWNER_____
By_____ By _____
Title_____ Date_____ Title_____ Date_____

ACCEPTED:

CONTRACTOR_____
BY _____
Title _____ Date _____

GENERAL CONDITIONS OF THE CONTRACT

SECTION 2.1 - CONTRACT DOCUMENTS

2.1.01 GENERAL:

The Contract Documents comprise the following general classifications of documents, including all additions, deletions, modifications, or other documents incorporated therein:

1. Bidding Documents
2. Contract
3. General Conditions of the Contract
4. Special Conditions
5. Specifications

2.1.02 BIDDING DOCUMENTS:

The Bidding Documents are issued by the OWNER to assist bidders in preparing their proposal include:

1. Advertisement
2. Information for Bidders
3. Proposal: The offer of a Bidder to perform the work described by the Contract Documents made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
4. Addenda to Contract Documents: Any addenda issued during the time of bidding, or forming a part of the Contract Documents loaned to the Bidder for the preparation of his Proposal, shall be covered in the Proposal, and shall be made a part of the Contract. Receipt of each Addendum shall be acknowledged in the Proposal.

2.1.03 CONTRACT:

The Contract defines the “Contract Documents” and covers the performance of the work described in the Contract Documents including all supplemental addenda thereto and all general and special provisions pertaining to the work or materials.

2.1.04 GENERAL CONDITIONS OF THE CONTRACT:

The General Conditions of the Contract outline certain general responsibilities of the OWNER and the CONTRACTOR (who are the parties to the Contract) and those responsibilities delegated by the OWNER to the Engineer who acts as the agent of the OWNER.

1. Definitions: Wherever the words hereinafter defined, or pronouns used in their stead, occur in these specifications and contract documents, they shall have the meanings herein given:

   A. The word "OWNER" shall mean the municipality, person, firm, or corporation as specified in the Advertisement for Bids, for whom the work is to be done.

B. The word "CONTRACTOR" shall mean the person, firm, or corporation entering into a contract with the OWNER to construct and complete the work as herein specified, set out and shown.

C. The word "sub-contractor" shall mean a person, firm, or corporation, other than a CONTRACTOR, supplying labor and materials or labor for work at the site of the project.

D. The word "Engineer" shall mean the project engineer as designated by the OWNER.

2.1.05 SPECIAL CONDITIONS:

Special Conditions are special provisions not included in the General Conditions of the Contract, which apply to this specific project.

2.1.06 DRAWINGS AND SPECIFICATIONS:

The intent of the Drawings and Specifications is that the CONTRACTOR shall furnish all labor, materials, equipment, and transportation necessary for the proper execution of the work, unless specifically noted otherwise. The CONTRACTOR shall do all the work outlined in the Contract Documents and all incidental work necessary to complete the project in a substantial and acceptable manner, and fully complete the work or improvement, operational and ready for occupancy by the OWNER.

1. Discrepancies: Any discrepancies found between the Drawings and Specifications and site conditions or any inconsistencies or ambiguities in the Drawings and Specifications shall be immediately reported to the Engineer, who shall promptly correct such inconsistencies or ambiguities in writing. Any work done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies, or ambiguities shall be done at the CONTRACTOR'S risk.

2. Adequacy: Responsibility for adequacy of the design and for sufficiency of the Drawings and Specifications shall be borne by the OWNER. The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied by the OWNER through the Engineer or by the Engineer as representative of the OWNER. The Drawings and Specifications shall be considered inseparable documents; and in considering them, the CONTRACTOR shall rely upon both instruments in order to perform the work in accordance with their combined intent.

3. Additional Instructions: Further instructions may be issued by the Engineer during the progress of the work by means of Drawings, or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done. Where said correction of errors or omissions, except as provided in the next two paragraphs below, adds to the amount of work to be done by the CONTRACTOR, compensation for said additional work shall be made under the item for Extra Work except where the additional work may be classed under some item of work for which a unit price is included in the proposal.

4. The fact that specific mention of the fixture, or of any part of work, is omitted in the specifications, whether intentionally or otherwise, when the same is clearly shown or indicated on the drawings, or is usually and customarily required to fully complete such work as is specified herein, will not entitle the CONTRACTOR to consideration in the matter

of any claim for extra compensation, but the said fixtures or work or both must be installed or done the same as if called for by both drawings and specifications.

5. All work indicated on the drawings and not mentioned in the specifications or vice versa, and all work and material usual and necessary to make work complete in all its parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for by both the drawings and specifications.

6. Plans and Specifications: The Engineer may furnish the CONTRACTOR up to 5 sets of plans and specifications covering this project at no cost to the CONTRACTOR. For each set of plans and specifications furnished to the CONTRACTOR, or any of his sub-contractor's, in excess of this number, the CONTRACTOR shall be billed at actual cost of printing and delivery.

7. Dimensions: Only figured dimensions on the Drawings will be used by the CONTRACTOR. Where the work of the CONTRACTOR is affected by finish dimensions, these shall be determined by the CONTRACTOR at the site, and he shall assume the responsibility, therefore.

2.1.07 CONTRACT DOCUMENTS FOR THE USE OF THE ENGINEER:

The CONTRACTOR shall maintain one complete set of the Contract Documents at the job site which shall always be available to the Engineer and upon which the CONTRACTOR shall record all changes and field adjustments. The CONTRACTOR shall keep one copy of plans, shop drawings, and supplemental drawings at the site in good order and annotated to show all changes made during construction. An as-built survey of the project shall be performed and submitted to OWNER prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such survey as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the CONTRACTOR.

SECTION 2.2 - OWNER-CONTRACTOR-ENGINEER RELATIONS

2.2.01 OWNER'S RIGHTS AND RESPONSIBILITIES:

1. Lands by OWNER: The OWNER will provide the lands shown on the Drawings or described in the Specifications upon which the work under the Contract is to be performed and to be used for right-of-way for access. Any delay in furnishing these lands by the OWNER will be deemed proper for adjustment in the Contract Amount and in the time of completion.

2. Base Lines and Bench Marks: Unless otherwise specified, the OWNER will establish base lines, and bench marks.

3. OWNER'S Right to Correct Deficiencies: Upon failure to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five days' written notice to the CONTRACTOR, the OWNER may, without prejudice to any other remedy he may have, correct such deficiencies in work intended to become a permanent part of the project. The cost to correct such deficiencies may be deducted from the payment due the CONTRACTOR.

4. Suspension of Work by OWNER: The OWNER shall have the authority to suspend the work, wholly or in part, for such period or periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable to carry out the provisions of the Contract, or to supply materials meeting the requirements of the Contract Documents.

   A. Notice: The work or any portion thereof may be suspended at any time by the OWNER provided that he gives the CONTRACTOR five days' notice of suspension which shall set forth the date on which work is to be resumed. The CONTRACTOR shall resume the work upon written notice from the OWNER and within ten days after the date set forth in the notice of suspension. If the OWNER does not give written notice to resume work within ten days of the date fixed in the notice of suspension, the CONTRACTOR may abandon that portion of the work so suspended and shall be entitled to payment in accordance with Paragraph 2.6.09, Payment for Work Suspended by the OWNER.

   B. In case of any suspensions, the time in which the CONTRACTOR is required to complete the work shall be extended as many working days as the same is suspended; provided, however, that if the work is suspended on account of failure on the part of the CONTRACTOR to comply with specifications, such extensions of time will not be allowed.

5. OWNER'S Right to Terminate Agreement and Complete the Work: The OWNER shall have the right to terminate his agreement with the CONTRACTOR after giving ten days' written notice of termination to the CONTRACTOR in the event of any default by the CONTRACTOR.

   A. Default by CONTRACTOR: It shall be considered a default by the CONTRACTOR whenever he shall:

      (i) Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

      (ii) Disregard or violate provisions of the Contract Documents or fail to prosecute the work according to the agreed Schedule of Completion, including extensions thereof.

      (iii) Fail to provide a qualified superintendent, competent workmen or sub-contractor’s, or proper materials, or fail to make prompt payment, therefore.

   B. Completion by the OWNER: In the event of termination of the Agreement by the OWNER because of default by the CONTRACTOR, the OWNER may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select.

2.2.02 CONTRACTOR'S RIGHTS AND RESPONSIBILITIES:

All work shall be done in strict accordance with the Contract Documents. Observations, construction reviews, tests, recommendations or approvals by the Engineer or persons other than the CONTRACTOR, shall in no way relieve the CONTRACTOR of his obligation to complete all work in accordance with the Contract Documents. All work shall be done under the direct supervision of the

CONTRACTOR. The CONTRACTOR shall be responsible for construction means, methods, techniques and procedures, and for providing a safe place for the performance of the work by the CONTRACTOR, Sub-contractor's, suppliers and their employees, and for access use, work or occupancy by all authorized persons. The CONTRACTOR shall be responsible for all obligations prescribed as employer obligations under Chapter XVII of Title 29, Code of Federal Regulations, Part 1926, otherwise known as "Safety and Health Regulations for Construction".

1. Lands by CONTRACTOR: Any land and access thereto not specifically shown to be furnished by the OWNER that may be required for temporary construction facilities or for storage of materials shall be provided by the CONTRACTOR with no liability to the OWNER. The CONTRACTOR shall confine his apparatus and storage to such additional areas as he may provide at his expense.

   A. Private and Public Property: The CONTRACTOR shall not enter upon private property for any purpose without obtaining permission; and he shall be responsible for the preservation of all public property, trees, monuments, structures, and improvements, along and adjacent to the street and/or right-of-way and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

2. Surveys: Based upon the information provided by the OWNER, the CONTRACTOR shall develop and make all detailed surveys necessary for construction, including slope stakes, batter boards, stakes for pile locations and other working point lines, and elevations. The CONTRACTOR shall carefully preserve bench marks, reference points and stakes; and, in the case of destruction thereof by the CONTRACTOR or resulting from his negligence, the CONTRACTOR shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the loss or disturbance of such bench marks, reference points, and stakes.

3. Public Utilities: The elevation and location of all public utilities shown on the Drawings were taken from existing public records. It shall be the duty of the CONTRACTOR to make final and exact determination of the location and extent of all utilities, and he will be liable for any expense resulting from damage to them.

4. Superintendent: A qualified superintendent, who is acceptable to the OWNER, shall be maintained on the work and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the CONTRACTOR, and all instruction given to the superintendent shall be considered as given to the CONTRACTOR. It shall be the responsibility of this CONTRACTOR's superintendent to coordinate the work of all the sub-contractor's. The superintendent shall be present on the site at all times required to perform adequate supervision and coordination.

5. Subcontracts: At the time set forth in the Contract Documents or when requested by the OWNER, the CONTRACTOR shall submit in writing for review of the OWNER the names of the sub-contractor's proposed for the work. Sub-contractor's may not be changed, except at the request or with the approval of the OWNER. The CONTRACTOR is responsible to the OWNER for the acts and deficiencies of his sub-contractor's, and of their direct and indirect employees, to the same extent as he is responsible for the acts and deficiencies of his employees. The Contract Documents shall not be construed as creating

any contractual relation between any sub-contractor and the OWNER. The CONTRACTOR shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and Subcontracts, the Specifications are separated into titled sections. Such separation shall not, however, operate to make the OWNER or the Engineer an arbiter to establish limits to the contracts between CONTRACTOR and sub-contractor.

6. CONTRACTOR'S Right to Suspend Work or Terminate Agreement: CONTRACTOR may suspend work or terminate his Agreement with the OWNER upon ten days' written notice to the OWNER for any of the following reasons:

A. If an order of any court or other public authority caused the work to be stopped or suspended for a period of 90 days through no act or fault of the CONTRACTOR or his employees.

B. If the OWNER should fail to pay the CONTRACTOR any sum within 45 days after its award by arbitrators.

7. Work During an Emergency: The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases, he shall notify the OWNER of the emergency as soon as practicable, but he shall not wait for instruction before proceeding to properly protect both life and property.

2.2.03 RESPONSIBILITY OF THE ENGINEER:

The Engineer shall decide questions which may arise as to the quality and acceptability of materials furnished, work performed, rate of progress of work, interpretation of Drawings and Specifications, and all questions as to the acceptable fulfillment of the Agreement on the part of the CONTRACTOR. The duties and responsibilities of the Engineer as set forth herein shall not be extended, except through written consent of the Engineer and the OWNER.

1. Observation of the Work: All materials and each part or detail of the work shall always be subject to observation by the Engineer and the OWNER; and the CONTRACTOR will be held strictly to the intent of the Contract Documents in regard to quality of materials, workmanship, and the diligent execution of the Contract. Observations may be made at the site or at the source of material supply, whether mill, plant, or shop. The Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the CONTRACTOR as is required to make his observations and construction review.

2. Acceptability of Work: The Engineer's decision as to the acceptability or adequacy of the work shall be final and binding upon the CONTRACTOR. The CONTRACTOR agrees to abide by the Engineer's decision relative to the performance of the work.

3. Engineer's Decisions: All claims of the OWNER or the CONTRACTOR shall be presented to the Engineer for decision which shall be final, except in cases where time and/or financial considerations are involved, which shall be subject to arbitration.

2.2.04 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing; and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.2.05 OBSERVATION OF COMPLETED WORK

The CONTRACTOR shall remove or uncover such portions of the completed work as may be directed by the OWNER at any time before acceptance of the work. After examination, the CONTRACTOR shall restore the work to the standard required by the Contract Documents. Should the work thus exposed or examined prove acceptable, the uncovering or removing and the restoring of the work shall be paid for as Extra Work; but should the work exposed or examined prove unacceptable, the uncovering, removing, and restoring of the work shall be at the CONTRACTOR'S expense.

2.2.06 WORK BY OWNER OR OTHER CONTRACTOR'S:

1. Separate Contracts: The OWNER may let other contracts in connection with the work of the CONTRACTOR. The CONTRACTOR shall cooperate with other CONTRACTOR'S regarding storage of materials and execution of their work. It shall be the CONTRACTOR'S responsibility to inspect all work by other CONTRACTOR'S affecting his work and to report to the OWNER any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the OWNER of such irregularities shall indicate the work of other CONTRACTOR'S has been satisfactorily completed to receive his work. The CONTRACTOR shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the CONTRACTOR to measure the completed work in place and report to the OWNER immediately any difference between completed work by others and the provisions of the Contract Documents.

2. Written Agreement: Whenever work being done by the OWNER through his own employees or through other CONTRACTOR'S is contiguous to work covered by the Contract Documents, the respective rights of the various interests involved shall be established by written agreement to secure the completion of the various portions of the work in general harmony.

2.2.07 SECTION DELETED

2.2.08 NIGHT AND SUNDAY WORK:

No night or Sunday work requiring the presence of an Engineer or Inspector will be permitted, except in case of emergency and then only to such an extent as it is absolutely necessary and with written approval of the Engineer, provided that the clause shall not operate in case of a gang organized for regular and continuous night work, and on work which, in the opinion of the Engineer, can be performed satisfactorily at night or on Sunday.

SECTION 2.3 - MATERIALS, EQUIPMENT, AND WORKMANSHIP

2.3.01 MATERIALS AND EQUIPMENT:

The materials and equipment installed in the work shall meet the requirements of the Contract Documents, and no materials or equipment shall be ordered until reviewed by the Engineer. All materials and equipment not otherwise specifically indicated shall be furnished by the CONTRACTOR. The CONTRACTOR shall guarantee all materials and equipment he provides in accordance with Paragraph 2.3.08.

1. Substitutions: In order to establish standards of quality, the Engineer has, in the detailed Specifications, referred to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable in design.

   A. The CONTRACTOR shall furnish the complete list of proposed desired substitutions prior to signing of the Contract, together with such engineering and catalog data as the Engineer may require.

   B. The CONTRACTOR shall abide by the Engineer's recommendation when proposed substitute materials or items of equipment are not recommended for installation and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General CONTRACTOR and not by individual trades or material suppliers. The Engineer will review proposed substitutions and make his recommendations in writing within a reasonable time.

2. Space Requirements: It shall be the responsibility of the CONTRACTOR to ensure that materials and equipment to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Contract Documents.

3. Arrangement: Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the CONTRACTOR to install the equipment to operate properly, and in harmony with the intent of the Contract Documents, and to make all changes in the work required by such arrangement.

4. Unacceptable Materials and Equipment: Materials and equipment which do not conform to the requirements of the Contract Documents, are not equal to samples reviewed by the Engineer, or are in any way unsatisfactory or unsuited to the purpose for which they are intended, shall not be furnished nor installed.

5. Storage: Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials and equipment shall be located to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the OWNER or lessee.

6. Manufacturer's Directions: Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned as directed by the manufacturer.

2.3.02 SAMPLES:

All samples called for in the Specifications or required by the Engineer shall be furnished by the CONTRACTOR and shall be submitted to the Engineer for his review. Samples shall be furnished so as not to delay fabrication, allowing the Engineer reasonable time for the consideration of the samples submitted.

1. Samples for Tests: CONTRACTOR shall furnish such samples of material as may be required for examination and test. All samples of materials for tests shall be taken according to standard methods or as provided in the Contract Documents.

2. CONTRACTOR'S Guaranty: All samples shall be submitted by the CONTRACTOR with a covering letter indicating that such samples are recommended by the CONTRACTOR for the service intended and that the CONTRACTOR'S Guaranty will fully apply.

3. All materials, equipment, and workmanship shall be in accordance with samples guaranteed by the CONTRACTOR and reviewed by the Engineer.

2.3.03 SHOP DRAWINGS:

The CONTRACTOR shall provide shop drawings, setting schedules and such other drawings as may be necessary for the prosecution of the work in the shop and in the field as required by the Drawings, Specifications, or the Engineer's instructions. Deviations from the Drawings and Specifications shall be called to the attention of the Engineer at the time of the first submission of shop drawings and other drawings for consideration. The Engineer's review of any drawings shall not release the CONTRACTOR from responsibility for such deviations. Shop drawings shall be submitted according to a schedule prepared jointly by the CONTRACTOR and the Engineer.

1. CONTRACTOR'S Certification: When submitted for the Engineer's review, shop drawings shall bear the CONTRACTOR'S certification that he has reviewed, checked, and approved the shop drawings; that they are in harmony with the requirements of the Project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and the CONTRACTOR'S Guaranty will fully apply.

2.3.04 EQUIPMENT DATA:

The CONTRACTOR shall submit for the Engineer’s review complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number, and general type. This submission shall be compiled by the CONTRACTOR and reviewed by the Engineer before any of the equipment is ordered.

1. Index: Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for each reference.

2. Relation to Contract Documents: Catalog data for equipment reviewed by the Engineer shall not supersede the Engineer's Contract Documents. The review of the Engineer shall not relieve the CONTRACTOR from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for error of any sort in the items submitted. The CONTRACTOR shall check the work described by the catalog data with the Engineer's Contract Documents for deviations and errors.

3. CONTRACTOR'S Certification: Equipment data shall be submitted by the CONTRACTOR with a covering letter indicating that he has reviewed, checked and approved the data submitted; that they are in harmony with the requirements of the project and with the provisions of the Contract Documents; and that he has verified all field measurements and construction criteria, materials, catalog numbers, and similar data. CONTRACTOR shall also certify that the work represented by the shop drawings is recommended by the CONTRACTOR and that his Guaranty will fully apply.

2.3.05 REJECTED WORK AND MATERIALS:

Any defective work whether the result of poor workmanship, use of defective materials, damage through carelessness or any other cause shall be removed within ten days after written notice is given by the OWNER, and the work shall be re-executed by the CONTRACTOR. The fact that the Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

1. Should the CONTRACTOR fail to remove rejected work or materials within ten days after written notice to do so, the OWNER may remove them and may store the materials.

2. Correction of faulty work after final payment shall be in accordance with Paragraph 2.5.12.

2.3.06 CUTTING AND PATCHING:

The CONTRACTOR shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as approved by the Engineer. Cutting of existing structure that may endanger the work, adjacent property, workmen, or the public shall not be done.

2.3.07 CHARACTER OF WORKMEN:

The CONTRACTOR shall always be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractor's. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the CONTRACTOR or sub-contractor who does not perform his work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the OWNER, be discharged immediately and shall not be employed again in any portion of the work without the approval of the OWNER.

2.3.08 GUARANTY:

The CONTRACTOR shall guarantee all materials and equipment furnished and work performed for a period of one year from the date of written acceptance of the work.

1. Correction of faulty work after final payment shall be as provided in Paragraph 2.5.12.

2.3.09 A.S.T.M. DESIGNATION:

Wherever the letters “A.S.T.M.” are used in these specifications, it shall be understood as referring to the American Society for Testing Materials. When reference is made to a certain Designation Number of a specification or test as set out or given by the American Society of Testing Materials, it shall be understood to mean the current, up-to-date standard specification or tentative specification for that particular process, material, or test as currently published by that group.

SECTION 2.4 – INSURANCE, LEGAL RESPONSIBILITY, AND SAFETY

2.4.01 INSURANCE:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any sub-contractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

1. Types: The types of insurance the CONTRACTOR is required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, U.S.L.& H. coverage (if applicable), Jones Act (if applicable) and an Excess Liability Umbrella Insurance as detailed in the following specifications.

2. Evidence: As evidence of specified insurance coverage, the OWNER may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the OWNER. Should any policy be canceled before final payment by the OWNER to the CONTRACTOR and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to deduct the cost thereof from any sum due the CONTRACTOR under this Contract.

3. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the CONTRACTOR fails immediately to procure other insurance as specified, the OWNER reserves the right to procure such insurance and to charge the cost thereof to the CONTRACTOR.

4. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the CONTRACTOR'S responsibility for payment of damages resulting from his operations under this Contract.

2.4.02 COMPREHENSIVE GENERAL LIABILITY INSURANCE:

1. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad

form property damage, independent CONTRACTOR'S, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

2. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

3. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

4. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the OWNER, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2.4.03 WORKMEN'S COMPENSATION INSURANCE:

CONTRACTOR'S shall provide the statutory Workmen's Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workmen's Compensation Insurance Laws.

2.4.04 DELETED

2.4.05 INDEMNITY:

The CONTRACTOR (sub-contractor) hereinafter "Indemnitor", hereby agrees to indemnify, save and hold harmless, and defend at its own expense the Engineer, OWNER, their respective partners, agents, employees, and anyone else acting for or on behalf of any of them, and any other person or entity for whom any of them may be legally responsible (herein collectively called "Indemnities") from all claims, losses, damages, suits, costs and expenses, including attorneys' fees, or actions of any nature whatsoever which arise out of or are connected with, or are alleged to arise out of or be connected with, the Work to be performed herein; including without limiting the generality of the foregoing, all liability for damages, loss, claims, demands, and actions arising or alleged to arise from injury including death, damage to property including the loss of use thereof and consequential damages therefrom, or damages arising out of economic loss, to any person or entity including any Indemnitee or Indemnitor or its employees, servants and agents whether based upon, or claimed to be based upon, statutory (including without limiting the generality of the foregoing, workmen's compensation), contractual, tort or other liability of any Indemnitee whether or not caused, or alleged to be caused, in whole or in part, by the joint, several or sole negligence, breach of contract, breach of warranty, strict liability, or other breach of duty by any Indemnitee, its partners, employees, agents, and anyone else for or on behalf of any of them, or any other person for whom any Indemnitee may be responsible.

In the event more than one Indemnitor is responsible or alleged to be responsible in respect to an accident or occurrence covered by this indemnification, then all of such Indemnitor shall be jointly and severally responsible to the Indemnities for indemnification shall be settled by separate proceedings and without jeopardy to any Indemnitee.

The indemnity provided hereunder shall not include indemnification of the Engineer in respect to claims arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, or (2) the giving of or the failure to give directions or instructions by

the Engineer, his agents or employees; provided that such giving or failure to give is a primary cause of the injuries and damages.

If any part of these indemnity provisions is adjudged to be contrary to law, the remaining parts of these provisions shall in all other respects be and remain legally effective and binding. Moreover, these indemnity provisions shall not be construed to eliminate or in any way reduce any other indemnification or right which the Engineer and OWNER has by law.

2.4.06 WAIVER OF SUBROGATION:

The OWNER and the CONTRACTOR waive all rights against (1) each other and other sub-contractor's, agents, and employees of each other, and (2) the Engineer and separate CONTRACTOR'S, if any, and their sub-contractor's, agents, and employees, for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Section 2.4 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of
such insurance held by the OWNER as trustees. The OWNER or the CONTRACTOR, as appropriate, shall require of the Engineer, separate CONTRACTOR'S and sub-contractor's by appropriate agreements, written where legally required for validity, similar waivers each in favor of all other parties enumerated in this subparagraph 2.4.06.

2.4.07 PATENTS AND ROYALTIES:

If any design, device, material, or process covered by letters, patent or copyright is used by the CONTRACTOR, he shall provide for such use by legal agreement with the OWNER of the patent or a duly authorized licensee of such OWNER, and shall save harmless the OWNER and the Engineer from any and all loss or expense on account thereof, including its use by the OWNER.

2.4.08 PERMITS:

All permits and licenses (except as listed hereafter) necessary for the prosecution of the work shall be secured and paid for by the CONTRACTOR. The permits for construction within or across the property, rights-of-way, or easements of highways, railroads, gas lines, electric power transmission lines, water lines, telephone lines, telegraph lines, levees, or other utilities shall be secured and paid for by the OWNER. City of Sanibel Building Dept. permit fees shall be paid for by the OWNER.

2.4.09 LAWS TO BE OBSERVED:

The CONTRACTOR shall give all notices and comply with all Federal, State, and local laws, ordinances, and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the OWNER and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for this work in relation to any such law, ordinance, regulations, order or decree, the CONTRACTOR shall forthwith report the same to the Engineer in writing.

1. 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 of either party, the contract shall forthwith be physically amended to make such insertion. This shall include but not be limited to the Occupational Safety and Health Act of 1970.

2.4.10 WRITTEN NOTICE:

Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm, or corporation, or to the last business address of such known to him who serves the notice.

1. Change of Address: It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.

2.4.11 ASSIGNMENT OF CONTRACT:

Neither the CONTRACTOR nor the OWNER shall sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, or his obligations thereunder, without written consent of the other party.

2.4.12 ORAL AGREEMENTS:

No oral order, objection, claim, or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents; and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

2.4.13 WORK DURING AN EMERGENCY:

The CONTRACTOR shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall not wait for instructions before proceeding to properly protect both life and property.

2.4.14 WARNING SIGNS AND BARRICADES:

The CONTRACTOR shall provide adequate signs, barricades, warning lights, and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. Barricades shall be of substantial construction and shall be painted such as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.

2.4.15 PUBLIC CONVENIENCE:

The CONTRACTOR shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public, except with the permission of the proper authorities. Fire hydrants on or adjacent to the work shall always be kept accessible to fire-fighting equipment. Temporary provisions shall be made by the CONTRACTOR to ensure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.

2.4.16 SAFETY:

In accordance with general accepted construction practices, the CONTRACTOR shall be solely and completely responsible for conditions of the job site, including safety of all persons and property affected

directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the OWNER and shall not be limited to normal working hours.

1. The duty of the Engineer to conduct construction review of the CONTRACTOR'S performance is not intended to include review of the adequacy of the CONTRACTOR'S safety measures in, on, or near the construction site.

2.4.17 EXISTING CONSTRUCTION:

When new construction is adjacent to or crosses highways, railroads, streets, or utilities under the jurisdiction of State, County, City, or other public agency, public utility, or private entity, the OWNER shall secure written permission from the proper authority before executing such new construction. The CONTRACTOR shall satisfy himself that the OWNER has secured written permission before any work is done. The CONTRACTOR shall acquaint himself with and shall execute the work in accordance with any and all requirements of the written permit. The CONTRACTOR shall replace or repair all existing construction damaged in the execution of this Contract. The CONTRACTOR will be required to furnish a release from the proper authority before final acceptance of the work.

2.4.18 SANITARY PROVISIONS:

The CONTRACTOR shall provide and maintain such sanitary accommodations for the use of his employees and those of his sub-contractor's as may be necessary to comply with the requirements and regulations of the local and state departments of health.

2.4.19 NONDISCRIMINATION IN EMPLOYMENT:

The CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR, or sub-contractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen who is qualified and available to perform the work to which the employment relates;

2. That no CONTRACTOR, sub-contractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

3. The CONTRACTOR agrees to comply with any Federal, State, or local law with respect to nondiscrimination in employment.

SECTION 2.5 - PROGRESS AND COMPLETION OF WORK

2.5.01 NOTICE TO PROCEED:

Following the execution of the Contract by the OWNER and the CONTRACTOR, written Notice to Proceed with work shall be given by the OWNER to the CONTRACTOR. The CONTRACTOR shall begin and shall prosecute the work regularly and uninterruptedly thereafter and not before (except as provided for herein) with such force as to secure the completion of the work within the Contract Time.

2.5.02 CONTRACT TIME:

The CONTRACTOR shall complete, in an acceptable manner, all of the work contracted for in the time stated herein. Computation of Contract Time shall commence on the day specified in the Notice to Proceed and every calendar day following, except as herein provided, shall be counted as Contract Time.

2.5.03 SCHEDULE OF COMPLETION:

The CONTRACTOR shall submit, at such times as may reasonably be requested by the Engineer, schedules showing the order in which the CONTRACTOR proposes to carry on the work, with dates at which the CONTRACTOR will start the various parts of the work, and estimated date of completion of each part.

2.5.04 CHANGES IN THE WORK:

The OWNER may, as the need arises, order changes in the work through additions, deletions, or modifications to the extent of 25% of the original Contract Amount, without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change.

2.5.05 EXTRA WORK:

New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price, shall be classed as Extra Work. The CONTRACTOR shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated, upon written order from the OWNER as approved by the Engineer. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Contract Documents where applicable and work not covered by such shall be done in accordance with the best construction practice and in a workmanlike manner. Extra Work required in an emergency to protect life and property shall be performed by the CONTRACTOR as required.

2.5.06 EXTENSION OF CONTRACT TIME:

A delay beyond the CONTRACTOR'S control occasioned by an Act of God, by act or omission on the part of the OWNER, or by strikes, lockouts, fire, etc., may entitle the CONTRACTOR to an extension of time in which to complete the work as agreed by the OWNER, provided, however, that the CONTRACTOR shall immediately give written notice to the OWNER of the cause of such delay.

1. Act of God shall mean an earthquake, flood, cyclone, or other cataclysmic phenomenon of nature. Rain, wind, flood, or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God, and no reparation shall be made to the CONTRACTOR for damages to the work resulting therefrom.

2.5.07 USE OF COMPLETED PORTIONS:

The OWNER shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that 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. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the

CONTRACTOR shall be entitled to such extra compensation or extension of time or both, as agreed by the OWNER.

2.5.08 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS, AND SUPPLIES:

At the termination of this Contract, before acceptance of the work by the OWNER, the CONTRACTOR shall remove all of his equipment, tools, and supplies from the property of the OWNER. Should the CONTRACTOR fail to remove such equipment, tools, and supplies, the OWNER shall have the right to remove them at the expense of the CONTRACTOR.

2.5.09 CLEANING UP:

The CONTRACTOR shall remove from the OWNER'S property, and from all public and private property, all temporary structures, rubbish, and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean, and true to line and grade.

2.5.10 ENGINEER'S CERTIFICATE OF SUBSTANTIAL COMPLETION:

When the work to be performed under this Contract is substantially completed in accordance with the Contract Documents, the Engineer shall prepare an Engineer's Certificate of Substantial Completion to be acknowledged and accepted by the OWNER and the CONTRACTOR. The Certificate may list items to be completed or corrected, but such Certificate shall not relieve the CONTRACTOR of his obligation to complete all work, whether listed or not, in accordance with the Contract Documents nor will it preclude any right the OWNER may have for recourse in accordance with the Contract Documents.

2.5.11 TERMINATION OF CONTRACTOR'S RESPONSIBILITY:

The Contract will be considered complete when all work has been finished, the final review made up by the Engineer, and the project accepted in writing by the OWNER. The CONTRACTOR'S responsibility shall then cease, except as set forth in his Performance and Payment Bond, as provided in Paragraph 2.3.08 Guaranty, and as provided in Paragraph 2.5.12 Correction of Faulty Work After Final Payment.

2.5.12 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT:

The making of the final payment by the OWNER to the CONTRACTOR shall not relieve the CONTRACTOR of responsibility for faulty materials or workmanship. The CONTRACTOR shall promptly replace any such defects discovered within one year from the date of written acceptance of the work.

2.5.13 LIQUIDATED DAMAGES:

In the event the CONTRACTOR fails to complete satisfactorily the entire work contemplated and provided for under this contract on or before the date of completion determined as described elsewhere herein, the OWNER shall deduct from the monies due to CONTRACTOR the sum of One Thousand Five Hundred Dollars ($1,500.00) for each calendar day of delay, which sum is agreed upon not as a penalty but as a fixed and liquidated damage for each day of such delay, to be paid in full and subject to no deduction, it being understood and agreed that the time of completion is of the essence. If the monies due the CONTRACTOR are less than the amount of such liquidated damages, then the CONTRACTOR shall pay the balance to the OWNER.

2.5.14 INCENTIVE CLAUSE:

The City of Sanibel will pay the CONTRACTOR an "Incentive Bonus" in the sum of One Hundred Dollars ($100.00) for each calendar day if the work in the Contract is completed in accordance with the Contract Documents, as determined by the Engineer, before the documented project completion date.

The parties anticipate that delays may be caused by or arise from any number of events during the course of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, delays, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of Suppliers, sub-contractor's or other CONTRACTOR'S, actions by third parties, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, suspension of CONTRACTOR'S operations, or other such events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on performance by the CONTRACTOR are specifically contemplated and acknowledged by the parties in entering into this Contract and shall not extend the "Incentive Bonus" Completion Date set forth above.

SECTION 2.6 – PAYMENTS TO CONTRACTOR

2.6.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT:

Except in cases where unit prices form the basis for payment under the Contract, the CONTRACTOR shall, within ten days of receipt of Notice to Proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

2.6.02 REQUESTS FOR PAYMENT:

Progress Payments. OWNER may make progress payments on the project based on the CONTRACTOR'S Applications for Payment as recommended by the Engineer during construction as provided below.

1. Prior to Substantial Completion progress payments will be in an amount equal to 90% of the Work completed, and 90% of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made.

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as Engineer shall determine in accordance with paragraph 2.6.05 of the General Conditions.

2.6.03 DELETED

2.6.04 OWNER'S ACTION ON REQUEST FOR PAYMENT:

Within 30 days after receipt of a Request for Payment from the CONTRACTOR, the OWNER shall:

1. Process the Request for Payment as recommended by the Engineer.

2. Pay such other amount, in accordance with Paragraph 2.6.05, as he shall decide is due the CONTRACTOR, informing the CONTRACTOR and the Engineer in writing of his reasons for paying the amended amount.
3. Withhold payment in accordance with Paragraph 2.6.05, informing the CONTRACTOR and the Engineer of his reasons for withholding payment.

2.6.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF A REQUEST FOR PAYMENT:

The OWNER may withhold payment, in whole or in part, of a Request for Payment to the extent necessary to protect himself from loss on account of any of the following:

1. Defective work.

2. Evidence indicating the probable filing of claims by other parties against the CONTRACTOR which may adversely affect the OWNER.

3. Failure of the CONTRACTOR to make payments due to sub-contractor's, material suppliers, or employees.

4. Damage to another CONTRACTOR.

2.6.06 PAYMENT FOR UNCORRECTED WORK:

Should the OWNER direct the CONTRACTOR not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the OWNER for the Uncorrected work.

2.6.07 PAYMENT FOR REMOVAL OF REJECTED WORK AND MATERIALS:

The removal of work and materials rejected in accordance with Paragraph 2.3.05 and the re-execution of acceptable work by the CONTRACTOR shall be at the expense of the CONTRACTOR, and he shall pay the cost of replacing the work of other CONTRACTOR'S destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

1. Removal by OWNER: Removal of rejected work or materials and storage of materials by the OWNER, in accordance with Paragraph 2.3.05, shall be paid by the CONTRACTOR within 30 days after written notice to pay is given by the OWNER. If the CONTRACTOR does not pay the expenses of such removal and after ten days written notice being given by the OWNER of his intent to sell the materials, the OWNER may sell the materials at auction or at private sale and will pay the CONTRACTOR the net proceeds therefrom after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

2.6.08 PAYMENT FOR EXTRA WORK:

Written notice of claims for payment for Extra Work shall be given by the CONTRACTOR within ten days after receipt of instructions from the OWNER to proceed with the Extra Work and before any work is commenced, except in an emergency endangering life or property. No claim shall be valid unless so made. In all cases, the CONTRACTOR'S itemized estimate sheets showing all labor and material shall be submitted to the OWNER. The OWNER'S order for Extra Work shall specify any extension of the Contract Time and one of the following methods of payment.

1. Unit prices or combinations of unit prices which formed the basis of the original Contract.

2. A lump sum based on the CONTRACTOR'S estimate and accepted by the OWNER.

3. Actual cost plus 15% for overhead and profit. Actual costs are defined as follows:

   A. Labor costs, including all allowances for holidays, vacation, sick leave, apprentice programs, hospitalization, or other "fringe benefits" and including time of foreman while engaged directly upon extra work.

   B. Labor insurance and taxes.

   C. Materials and supplies used on the work.

   D. Associated General CONTRACTOR'S of America standard rental rates on each piece of equipment having a value in excess of $50.00. Equipment and tools of lesser value are considered "small tools" and, as such, are considered to be part of overhead.

2.6.09 PAYMENT FOR WORK SUSPENDED BY THE OWNER:

If the work or any part thereof shall be suspended by the OWNER and abandoned by the CONTRACTOR as provided in Paragraph 2.2.01 d., Suspension of Work by OWNER, the CONTRACTOR will then be entitled to payment for all work done on the portions so abandoned, plus 15% of the value of the abandoned work to compensate for overhead, plant expense, and anticipated profit.

2.6.10 PAYMENT FOR WORK BY THE OWNER:

The cost of the work performed by the OWNER, in removing construction equipment, tools, and supplies in accordance with Paragraph 2.5.08, Removal of Construction Equipment, Tools, and Supplies, and in correcting deficiencies in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate the Agreement and Complete the Work shall be paid by the CONTRACTOR.

2.6.11 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT:

Upon termination of the Contract by the OWNER in accordance with Paragraph 2.2.01 e., OWNER'S Right to Terminate Agreement and Complete the Work, no further payments shall be due the CONTRACTOR until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work including all overhead costs, the excess shall be paid to the CONTRACTOR. If the cost of completing the work shall exceed the unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER, as herein provided, and the damage incurred through the CONTRACTOR'S default, shall be certified by the OWNER.

1. Unpaid Balance: If the unpaid balance of the Contract Sum exceeds the cost of finishing the work, including compensation for the Engineer's additional services, such shall be paid to the CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR shall pay the difference to the OWNER. The cost incurred by the OWNER as herein provided shall be certified by the Engineer.

2.6.12 PAYMENT FOR WORK TERMINATED BY THE CONTRACTOR:

Upon suspension of the work or termination of the Contract by the CONTRACTOR in accordance with Paragraph 2.2.02f, CONTRACTOR'S Right to Suspend Work or Terminate Agreement, the CONTRACTOR shall recover payment from the OWNER for the work performed, plus loss on plant and materials, plus established profit and damages.

2.6.13 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS:

Samples furnished in accordance with Paragraph 2.3.02, Samples, shall be furnished by the CONTRACTOR at his expense and may be used in the work, after acceptance.

1. Testing of samples and materials furnished in accordance with Paragraph 2.3.02, Samples, shall be arranged and paid for by the OWNER.

2.6.14 ACCEPTANCE AND FINAL PAYMENT:

When the CONTRACTOR shall have completed the work in accordance with the terms of the Contract Documents, he shall certify completion of the work to the OWNER and submit a final Request for Payment, which shall be the Contract Amount plus all approved additions, less all approved deductions and less previous payments made. The CONTRACTOR shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, and, upon acceptance by the OWNER, the OWNER will release the CONTRACTOR, except as to the conditions of the Performance and Payment Bond, any legal rights of the OWNER, required guaranties, and Correction of Faulty Work after Final Payment, and will pay the CONTRACTOR'S final Request for Payment. The CONTRACTOR shall allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Engineer to assemble and check the necessary data.

1. Release of Liens: The CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract before the final Request for Payment is paid. If any lien remains unsatisfied after all payments are made, the CONTRACTOR shall refund to the OWNER such amounts as the OWNER may have been compelled to pay in discharging such liens including all costs and a reasonable attorney's fee.

2. Final Payment: The CONTRACTOR shall be paid in full within 61 days after the date of substantial completion. If within 61 days after substantial completion there remains uncompleted minor items, an amount equal to 200% of the value of each item as determined by the Engineer shall be withheld and paid 61 days following completion of all such items. This payment shall constitute final settlement.

SECTION 2.7 - CONTROL OF THE WORK

2.7.01 GENERAL:

The following general provisions have been taken verbatim from the Florida Department of Transportation Standard Specifications for Road and Bridge Construction with certain modifications to meet specific requirements of the City of Sanibel. The CONTRACTOR is advised to read these provisions very carefully and ensure that he fully understands all of the requirements.

2.7.02 PLANS AND WORKING DRAWINGS:

1. Plans and Contract Documents:

   The CONTRACTOR will be furnished an appropriate number of copies of the plans and special provisions as required for the particular project. Copies of the Standard Specifications may be purchased from the Florida Department of Transportation. The CONTRACTOR shall have available on the work, at all times, one copy each of the plans, specifications and special provisions.

2. Plans:

   The plans furnished by the Engineer consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

3. Alterations in Plans:

   All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made on any plan or drawing after its approval by the Engineer, except by direction of the Engineer.

4. Working Drawings (for Structures):

   A. General:

      The CONTRACTOR shall furnish, on sheets not larger than 24 inches by 36 inches, such working and detail drawings as may be required for any part of the structure and which are not included in plans furnished by the Engineer.

   B. For Steel Structures:

      Working Drawings for steel structures shall consist of shop detail, erection details and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

   C. For Concrete Structures:

      Working drawings for concrete structures shall consist of such detailed plans as may reasonably be required for the effective prosecution of the work and which are not included in plans furnished by the Engineer. These may include details of falsework, bracing centering and formwork, masonry layout diagrams, and diagrams for bending reinforcing steel.

   D. Submission of Working Drawings:

      The CONTRACTOR shall submit to the Engineer for approval three (3) sets of any required detailed shop or working drawings. These drawings shall be submitted in

sufficient time to allow adequate study and discussion and any necessary correction prior to beginning the work they cover. Prior to the approval of these drawings any work done, or materials ordered for the structures involved shall be at the CONTRACTOR'S risk. One set of these drawings will be returned to the CONTRACTOR, either approved or marked with corrections required. The other sets will be retained by the Engineer.

E. Responsibility of Accuracy of Working Drawings:

It is understood, however, that approval by the Engineer of the CONTRACTOR'S working drawings does not relieve the CONTRACTOR of any responsibility for accuracy of dimensions and details, or for conformity of dimensions and details. The CONTRACTOR shall be responsible for agreement and conformity of his working drawings with the approved plans and specifications.

F. Cost of Working Drawings:

The contract prices shall include the cost of furnishing all working drawings, and the CONTRACTOR will be allowed no extra compensation for such drawings.

2.7.03 COORDINATION OF PLANS, SPECIFICATIONS AND SPECIAL PROVISIONS:

These Specifications, the plans, special provisions, and all supplementary documents are integral parts of the contract, and a requirement occurring in one is as binding as though occurring in all.

They are intended to be complementary and to describe and provide for a complete work. In addition to the work and materials specifically called for in the Specifications as being included in any specific pay item, additional incidental work, not specifically mentioned, will be included in such pay item when so shown in the plans, or if indicated, or obvious and apparent, as being necessary for the proper completion of the work under such pay item and not stipulated as being covered under other pay items. In case of discrepancy, computed dimensions shall govern over scaled dimensions, plans shall govern over Standard Specifications, and special provisions shall govern over both Standard Specifications and Plans.

2.7.04 CONFORMITY OF WORK WITH PLANS:

All Work performed, and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the plans or indicated in the specifications.

In the event the Engineer finds the materials or the finished product in which the materials are used not within reasonable close conformity with the plans and specifications, but that reasonably acceptable work has been produced, he shall then make a determination if the work shall be accepted and remain in place. In this event, the Engineer will document the basis of acceptance by contract modification which will provide for an appropriate adjustment in the contract price for such work or materials as he deems necessary to conform to his determination based on engineering judgment.

In the event the Engineer finds the materials, or the finished product in which the materials are used, or the work performed are not in reasonably close conformity with the plans and specifications and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the CONTRACTOR.

In the event the OWNER accepts the work that is not within these tolerances, appropriate deductions will be made from the actual amount used to cover the cost of the extra material. The amount will be computed based on the job mix formula and the unit price stated in the Contract.

2.7.05 ERRORS OR OMISSIONS IN PLANS OR SPECIFICATIONS:

The CONTRACTOR shall take no advantage of any apparent error or omission which he might discover in the plans or specifications but shall forthwith notify the Engineer of such discovery, who will then make such corrections and interpretations as he deems necessary for reflecting the actual spirit and intent of the plans and specifications.

2.7.06 AUTHORITY OF THE ENGINEER:

All work shall be available for inspection by the Engineer and performed to his satisfaction.

It is agreed by the parties hereto that the Engineer shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the contract, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of the contract.

2.7.07 AUTHORITY AND DUTIES OF ENGINEER'S ASSISTANTS:

The Engineer may appoint such assistants and representatives as he desires. They shall be authorized to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the manufacture, preparation or fabrication of the materials to be used. Such assistants shall not be authorized to revoke, alter or waive any requirement of the specifications. They shall be authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the specifications and contract and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and decided by the Engineer. The CONTRACTOR shall be immediately notified in writing of any such suspension of the work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other assistant shall in no way lessen the responsibility of the CONTRACTOR.

2.7.08 CONSTRUCTION STAKES AND MARKERS:

1. Stakes Furnished:

   The CONTRACTOR shall furnish and set, free of charge, slope stakes, grade stakes and all other stakes necessary for construction of the project. The CONTRACTOR shall furnish all templates and other materials necessary for making and maintaining points and lines given and shall furnish the Engineer such incidental labor as he may require in reestablishing points and lines necessary to the prosecution of the work.

2. Special Requirements for Landscape Work:

   For landscape work, the OWNER will furnish all stakes in the size and quantity required and the CONTRACTOR shall set all such stakes with his own forces. The CONTRACTOR shall maintain such stakes in place until the layout is approved and the digging of the holes for the plantings has begun; replacing any which may become destroyed or disturbed during such period.

2.7.09 CONTRACTOR'S SUPERVISION:

1. Prosecution of work:

   The CONTRACTOR shall give the work the constant attention necessary to assure the scheduled progress and he shall cooperate fully with the Engineer and with other CONTRACTOR'S at work in the vicinity.

2. CONTRACTOR'S Superintendent:

   The CONTRACTOR shall at all times have on the work as his agent, a competent superintendent capable of thoroughly interpreting the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive the instructions from the Engineer or his authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Engineer and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of work sublet.

3. Supervision for Emergencies:

   The CONTRACTOR shall have a responsible person available at or reasonably near the work site on a 24-hour basis, seven days a week, in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. For compliance with this requirement outside of working hours, the furnishing of the telephone number where such person can be reached will suffice.

2.7.10 GENERAL INSPECTION REQUIREMENTS:

1. Cooperation by CONTRACTOR:

   No work shall be done, nor materials used, without suitable inspection by the Engineer or his representative, and the CONTRACTOR shall furnish the Engineer with every reasonable facility for ascertaining whether the work performed, and materials used are in accordance with the requirements and intent of the plans and specifications. If the Engineer so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable, the uncovering or removal, and the replacing of the covering or making good of the parts removed, shall be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as extra work.

2. Failure of Engineer to Reject Work During Construction:

   If, during or prior to construction operations, the Engineer should fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his later rejection when such defect is discovered, or obligate the Engineer to final acceptance, and the CONTRACTOR shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3. Failure to Remove and Renew Defective Materials and Work:

Should the CONTRACTOR fail or refuse to remove and renew any defective materials used or work performed, or to make any necessary repairs in an acceptable manner and in accordance with the requirements of the specifications, within the time indicated in writing, the Engineer shall have the authority to cause the unacceptable or defective materials or work to be repaired, removed and renewed, as may be necessary; all at the CONTRACTOR'S expense. Any expense incurred by the City in making these repairs, removals or renewals, which the CONTRACTOR has failed or refused to make, shall be paid for out of any moneys due or which may become due the CONTRACTOR, or may be charged against the contract bond. Continued failure or refusal on the part of the CONTRACTOR to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the City, at its option, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the defaulting CONTRACTOR and the amount thereof deducted from any moneys due or which may become due to him or shall be charged against the contract bond. Any work performed, subsequent to forfeiture of the Contract, as described in this Article, shall not relieve the CONTRACTOR in any way of his responsibility for the work performed by him.

2.7.11 FINAL CONSTRUCTION INSPECTION:

1. Maintenance Until Final Acceptance:

The CONTRACTOR shall maintain all work in first-class condition until it has been completed as a whole and has been accepted by the Engineer under the provisions of 2.7.12.

2. Semifinal Inspections:

The Engineer will make a semifinal inspection within seven (7) days after notice from the CONTRACTOR of presumptive completion of the entire project. If, at the semifinal inspection, all construction provided for and contemplated by the contract is found completed to the Engineer's satisfaction, such inspection shall constitute the final inspection, as prescribed below. If, however, at any semifinal inspection any work is found unsatisfactory, in whole or in part, the Engineer shall give the CONTRACTOR the necessary instructions as to replacement of material and performance or re-performance of work necessary and prerequisite to final completion and acceptance, and the CONTRACTOR forthwith shall comply with and execute such instructions. Upon satisfactory replacement of material and performance or reperformance of such work, another inspection shall be made, which shall constitute the final inspection if the required material is found to have been replaced and the work completed satisfactorily.

3. Final Inspection:

Whenever all materials have been furnished, all work has been performed, and the construction contemplated by the contract has been satisfactorily completed, the Engineer will make the final inspection.

2.7.12 FINAL ACCEPTANCE:

When, upon completion of the final construction inspection, the work is found to be completed satisfactorily, the Engineer shall give the OWNER a written recommendation for acceptance of the work. The OWNER shall then satisfy himself as to the Engineer's recommendation and within five days of said recommendation notify the CONTRACTOR, in writing, of his acceptance of the work.

2.7.13 CLAIMS BY CONTRACTOR:

Where the CONTRACTOR deems that extra compensation is due him for work or materials not clearly covered in the contract or not ordered by the Engineer as extra work, as defined herein, the CONTRACTOR shall notify the Engineer in writing of his intentions to make claim for extra compensation, before he begins the work on which he bases the claim. If such notification is not given, and the Engineer is not afforded proper opportunity for keeping strict account of actual cost, as defined for force account, then the CONTRACTOR thereby agrees to waive the claim for such extra compensation. Such notice by the CONTRACTOR, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as establishing the validity of the claim. In such case the claim after consideration by the Engineer, is found to be valid, it shall be allowed and paid for as extra as provided herein.

SPECIAL PROVISIONS

1. REFERENCE SPECIFICATIONS – Florida Building Code (FBC) 2020 - 7th Edition with all current revisions and supplements; Florida Fire Prevention Code (FFPC) 2020 - 7th edition with all current revisions and supplements, (includes Florida versions of NFPA 1 & NFPA 101, 2021 edition); The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Current Edition with approved Supplements and Addenda shall govern the requirements and performance of the work, except when noted otherwise. Sea Turtle Regulations; Department of Environmental Protection Bureau of Beaches and Coastal Systems; All other Federal, State and Local Codes and Ordinances which may be in effect for this construction location.

2. The Contractor shall be responsible for applying for a City of Sanibel Building Department construction permit for the project (if necessary). The City shall be responsible for payment of fees for the Sanibel Building Department permits. Required licensing costs and any other miscellaneous fees associated with the project shall be paid for by the Contractor. All required environmental permits shall be secured by the City. Contractor must possess a valid State of Florida General Contractor License (CGC) at the time of the bid opening. Contractor shall comply with all requirements of attached environmental/Army Corps permits.

3. The contractor shall be responsible for all survey construction layout.

4. The Contractor shall dispose of all debris such as trees, brush, stumps and other deleterious material at location off the Island of Sanibel. No extra compensation will be allowed for hauling and providing the off-island disposal areas.

5. The Contractor is advised that he may not enter upon private property adjacent to the project without written consent of the affected property owner. A copy of the permission document shall be given to the Engineer.

6. The Contractor is hereby advised that he may not engage in any work on private property in the City of Sanibel during the contract performance period without written permission from the City of Sanibel. Failure to comply with this provision may result in suspension of all work activities until the matter is resolved.

   An example of such work would be the paving of a private driveway. If the Contractor paves the driveway and the property owners does not possess the proper City permits, the entire project might be stopped until the necessary permits are obtained. The delay could be months and the Contractor could be assessed for liquidated damages.

7. No allowance for time extension of the project will be made for weather conditions common to Southwest Florida during the contract time period. The Contractor is reminded that time is of the essence and the work should proceed as quickly and efficiently as possible.

8. The Contractor shall remove and relocate as necessary all mailboxes, street signs, post fences structures such as headwalls, pipes, etc., and any other item necessary for progress and completion of the work. Payment shall be incidental to other items of work.

9. The Contractor shall include the adjustment of those structures (manholes, valves, etc.) that are required to be adjusted for the satisfactory completion of the work. These structures shall be of reinforced concrete or may be brick masonry if circular and

constructed in place and shall include the necessary metal frames and gratings. No payment will be made for these items.

10. The contractor will ensure that the roadway and bridges over which he hauls materials will be kept clear. If spoil material and water fall from the truck onto the roadway, the contractor will keep the road clear at all times, either by power broom or by whatever means is necessary, if excessive material continues to be deposited, the Engineer will require hauling to be discontinued until the situation is resolved.

11. Contractor responsible for any temporary markings (i.e. signs, barricades, Striping, caution tape) to assure traffic safety (Vehicular, Pedestrian and Bicycle traffic).

12. All subcontractors must be approved in writing by the City.

13. All soil and concrete tests will be made by a laboratory approved of by the Engineer. Cost of testing will be paid for by the Owner except all subsequent tests deemed necessary because the original test indicated that the work did not conform to specifications. These tests shall be paid for by the contractor. The location of these tests shall be determined by the Owner.

14. An As-Built survey of the project shall be performed and submitted to Owner prior to final acceptance. The survey shall be conducted in accordance with the standards set forth in Chapter 472 of the Florida Statutes and the Minimum Technical Standards for such surveys as specified in Chapter 61G17 of the Florida Administrative Code. The cost of the survey shall be borne by the Contractor.

15. The Contractor shall prevent erosion of soil on the site and adjacent property resulting from his construction activities. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operation that will disturb the natural protection. Install silt barriers or screens for capturing sediments/solids from erosion and dewatering / jetting activities.

16. The Contractor must be in possession of or obtain from the City of Sanibel an Occupational Registration and if applicable a Vegetation Competency Card prior to the start of the contract work to be done.

17. The Contractor is responsible to pay all toll fees required by Lee County to use the Sanibel Causeway.

18. Contractor is responsible for preventing any workers on this project, including all subcontractors, from feeding alligators anywhere on Sanibel Island. Contractor is required to instruct all workers and subcontractors not to eat lunch on the edge of any waterbody on Sanibel Island and not to feed, tease or interact in any way with any alligators, which is illegal under state law. Signage provided by the City regarding alligator feeding shall be posted on all job sites in a clearly visible location. Project sites adjacent to open water of any kind shall have a minimum of two additional alligator signs posted in clearly visible locations near the water's edge. All job sites shall be maintained free of any open containers of food or any food-related garbage. All workers on this project are to be informed that the City takes this issue very seriously and will prosecute any violators to the full extent of this law. State penalties for violating this law include a fine of up to $500 per incidence and up to 60 days in jail. Failure to inform workers of the prohibition against feeding alligators as required above or evidence of alligators being fed by workers on this

project, either at the project site or elsewhere on Sanibel Island, will result in immediate revocation of this contract.

19. Payment for work items in this contract is based on actual quantities with unit cost as per the bid schedule. The owner reserves the right to adjust quantities up to twenty-five percent (25%) over or underestimated quantities at contract unit prices. Any increase of work items shall be based on unit prices of similar work items in the vicinity. Any such adjustment resulting in the increase of the total contract price must be approved by the City Council.

20. It is up to the contractor to verify the correct scaling for printed plan documents of electronic documents provided by the City.

21. Contractor to provide Certificate of Workman's Compensation Insurance; U.S.L.& H. coverage, Jones Act (if applicable) and Public Liability in an amount not less than $1,000,000.00

TECHNICAL SPECIFICATIONS
SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

TECHNICAL SCOPE OF WORK FOR THE DREDGING OF THE ENTRANCE CHANNEL TO SHELL HARBOR SUBDIVISION AND ALL OTHER CANAL DREDGING AREAS:

1. Contractor shall provide a pricing schedule for 3 separate years of dredging for Shell Harbor and the potential alternative dredging locations.

2. Only the bid amounts for mobilization and 3 separate years of Shell Harbor Dredging shall be used to award contract.

3. Contractor shall include unit price ($/CY) bids for potential alternative dredge locations over the three-year period. Alternative locations include Sanibel Isles/Water Shadows, Sanibel Harbours and the City Emergency Services dock and City Public Boat Ramp located at 888 Sextant Drive. Locations can be seen on attached sheets.

4. 2023/2024 Dredging shall be coordinated with City staff to be started as soon as contract has been approved.(Contractor must provide availability/schedule with their bid)

5. 2023/2024 Dredging of Shell Harbor is the only work that is being guaranteed at this time. Other dredging locations and years will be requested by City of Sanibel when needed.

6. Dredging in years following 2023/2024 shall be requested by City of Sanibel. City will give contractor 45 day notice to proceed with dredging. This 45 day notice will include if alternative dredge sites are to be included in that project year.

7. Provide all labor, materials, and equipment necessary to dredge 2,000 cubic yards of material from the entrance channel to Shell Harbor Subdivision on Sanibel Island each of the next 3 years in accordance with drawings (2 sheets) developed by the City of Sanibel.

8. Permits to be provided by the City of Sanibel. Contractor shall comply with all requirements/regulations included in the attached environmental and Army Corps of Engineers Permits.

9. All dredging shall be by mechanical means, no pumping or hydraulic dredging will be allowed.

10. Contractor shall insure monitoring and turbidity controls in accordance with Florida Department of Environmental Protection Standards. Contractor shall be in compliance with all applicable manatee and sawfish local, state and federal rules and regulations.

11. Contractor to provide Certificate of Workman's Compensation Insurance, U.S.L.&H. coverage, Jones Act and Public Liability in an amount not less than $1,000,000.00.

12. Dredged material shall be property of the City of Sanibel.

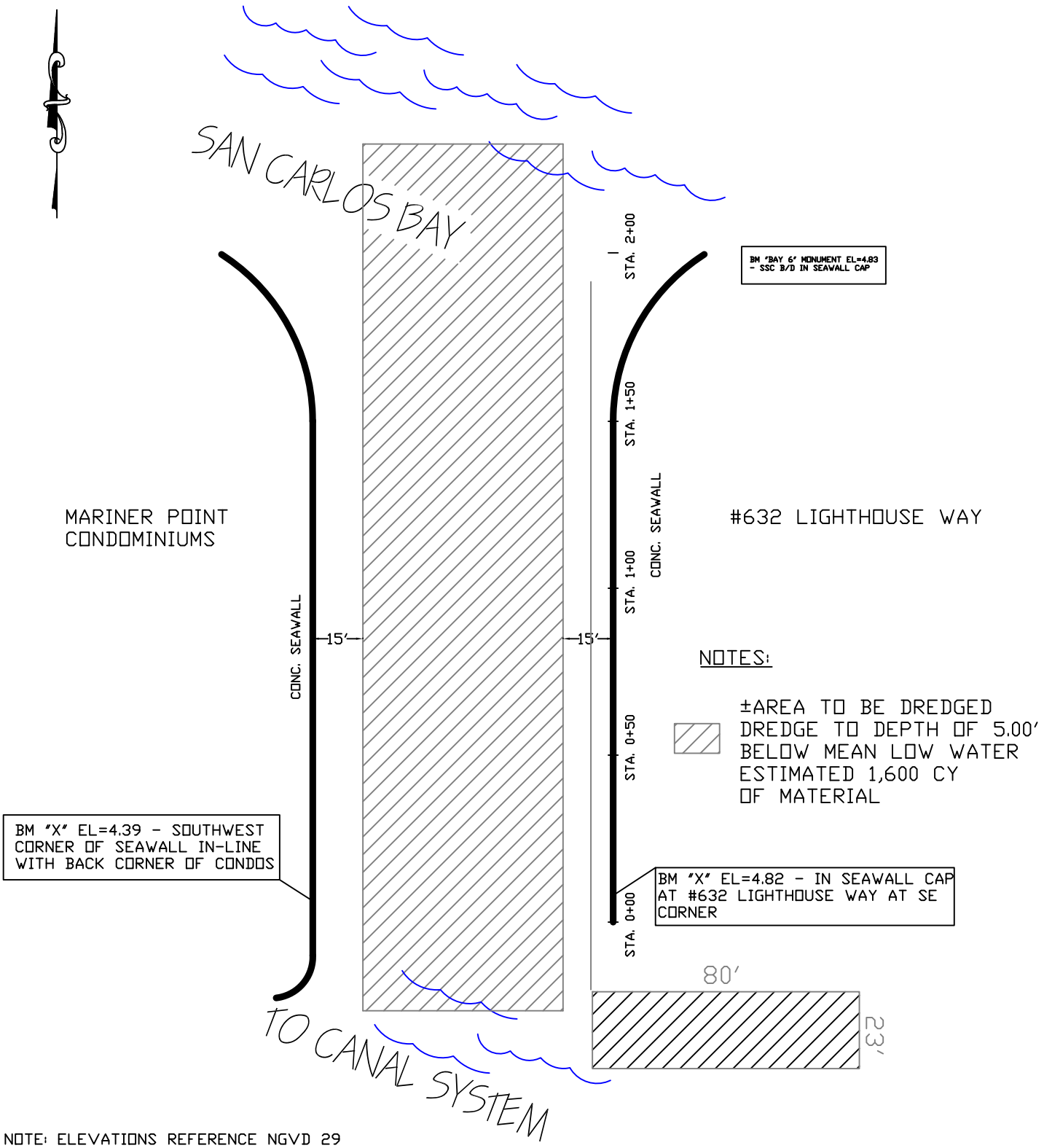
13. Dredged material off-load site shall be the City of Sanibel Boat Ramp site located at 888 Sextant Drive. Contractor is responsible for providing and installing type-III silt barrier at perimeter of spoil storage site trenched to a minimum depth of 8” below natural ground.

14. Contractor is responsible for construction of temporary off-load ramp structure at City boat ramp site to off-load dredge material from barge to truck to be transported to final dredge material storage area by contractor. Contractor is responsible for all labor, material and equipment to transport dredge material from offload site to final storage site both located at City Boat Ramp site at 888 Sextant Drive. See attached sketches for locations.

15. For informational purposes the typical quantities for dredging of Sanibel Harbours, Sanibel Isles/Water Shadows and Sanibel Estates subdivisions would be estimated at 2,000 cubic yards of material for each project. Dredging of the boat ramp and/or emergency services dock is estimated at 700 to 900 cubic yards when necessary. Note these are estimated quantities only for informational purposes and the actual required dredge quantity at these areas can vary up or down based upon actual site conditions present at the time of needed dredging. Note this additional/alternate dredge work is not guaranteed.

16. Provide broken down proposal as shown on the attached Bid Tabulation Sheet.

17. City contact, Oisin Dolley or Scott Krawczuk, 239-472-6397.



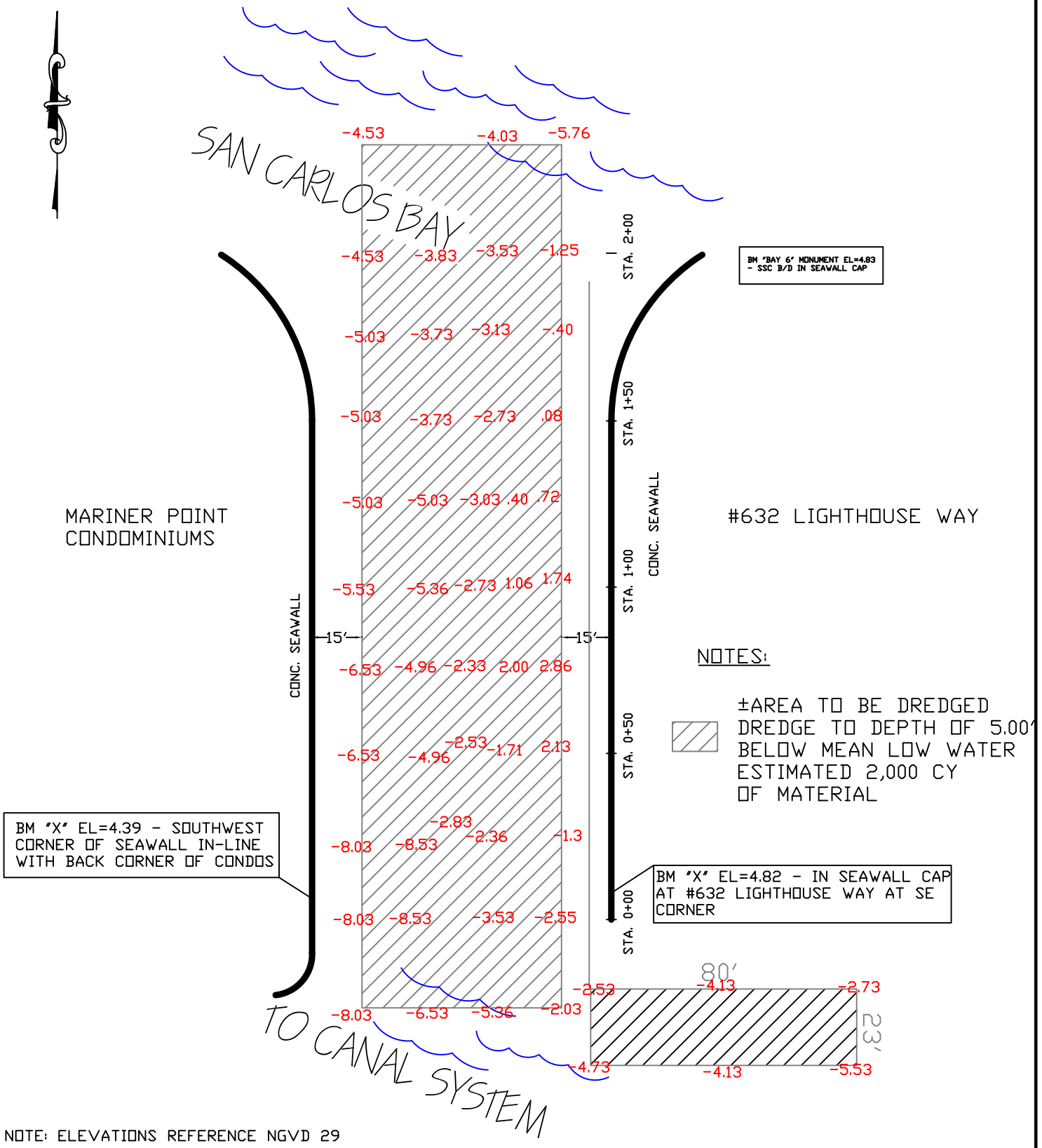
NOTE: ELEVATIONS REFERENCE NGVD 29

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

SHELL HARBOR CANAL ENTRANCE

DREDGING SURVEY

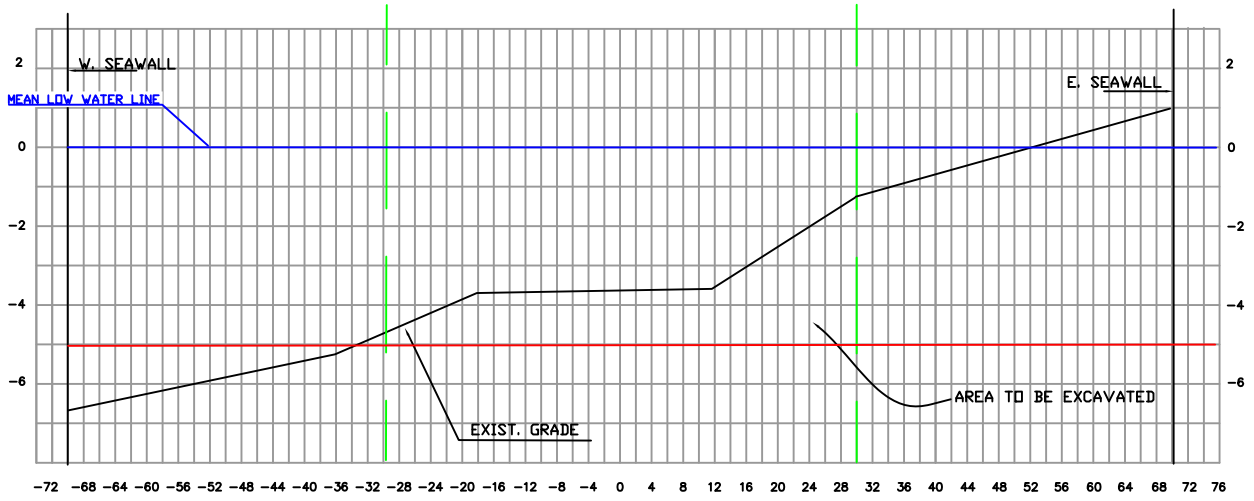
	DATE	DRAWN	CHK.	SCALE	PROJECT NO.
TS-3	3/2024	OFD		1"=40'	

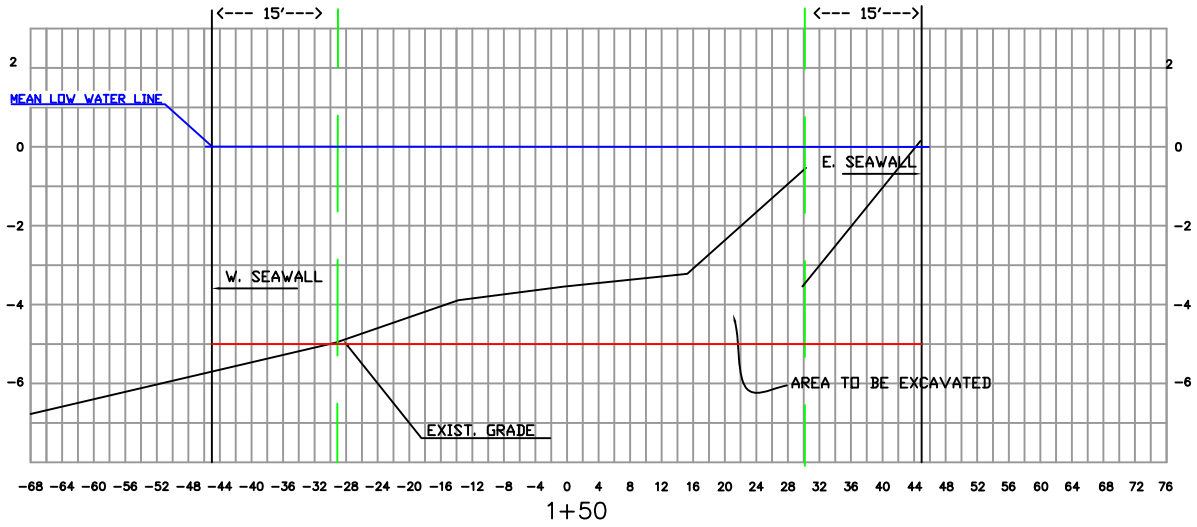


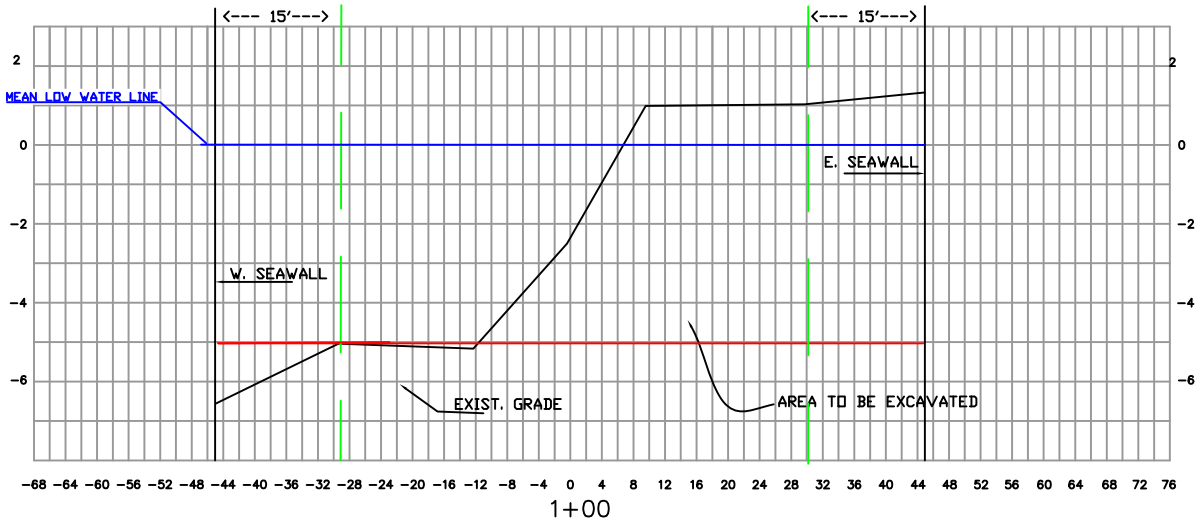
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

2024 SHELL HARBOR SURVEY

DRAWN BY: DFD	APPROVED BY:		CHECKED BY:
DATE: 1/12/2024	FILE NAME:	SCALE:	TS-4





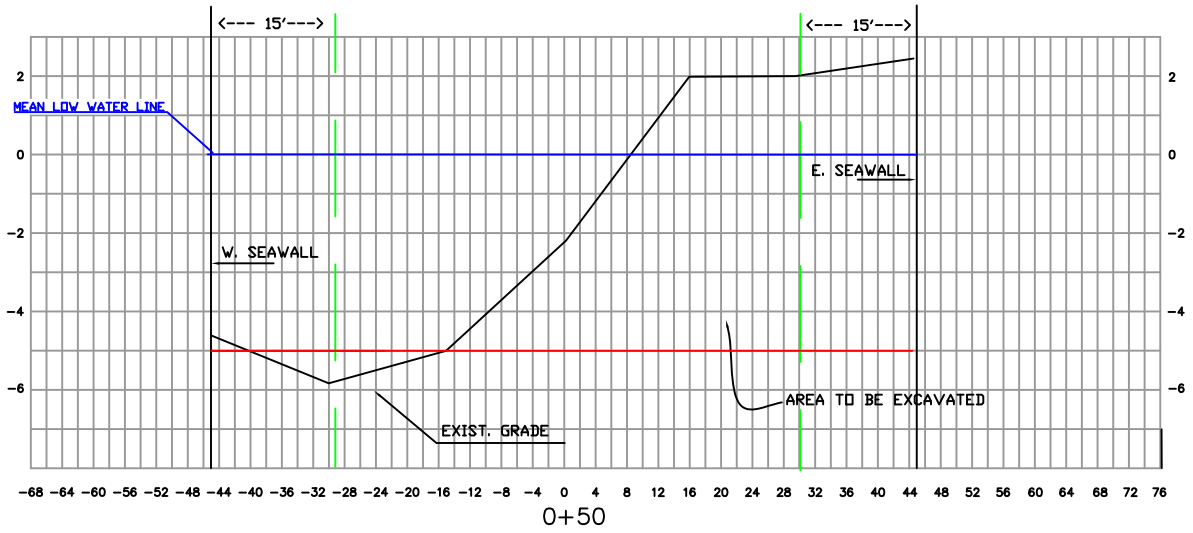


NOTE: ALL MEASUREMENTS ARE APPROXIMATE

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

DRAWN BY: OFD	APPROVED BY: AFM		CHECKED BY: SBK
DATE: 1/12/2024	FILE NAME: SHELL HARBOR 2024	SCALE:	TS-5



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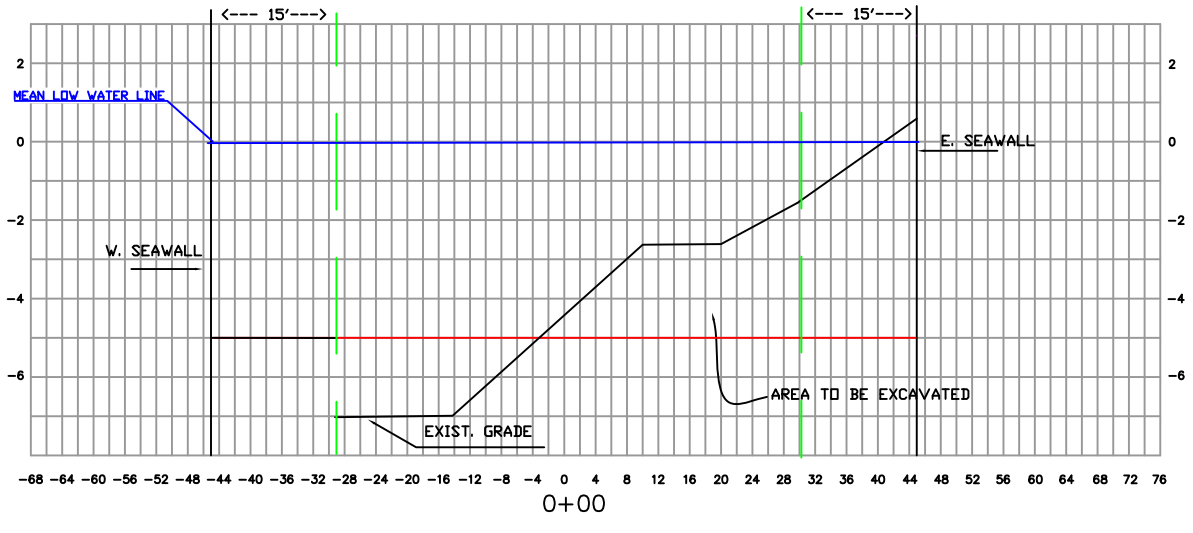

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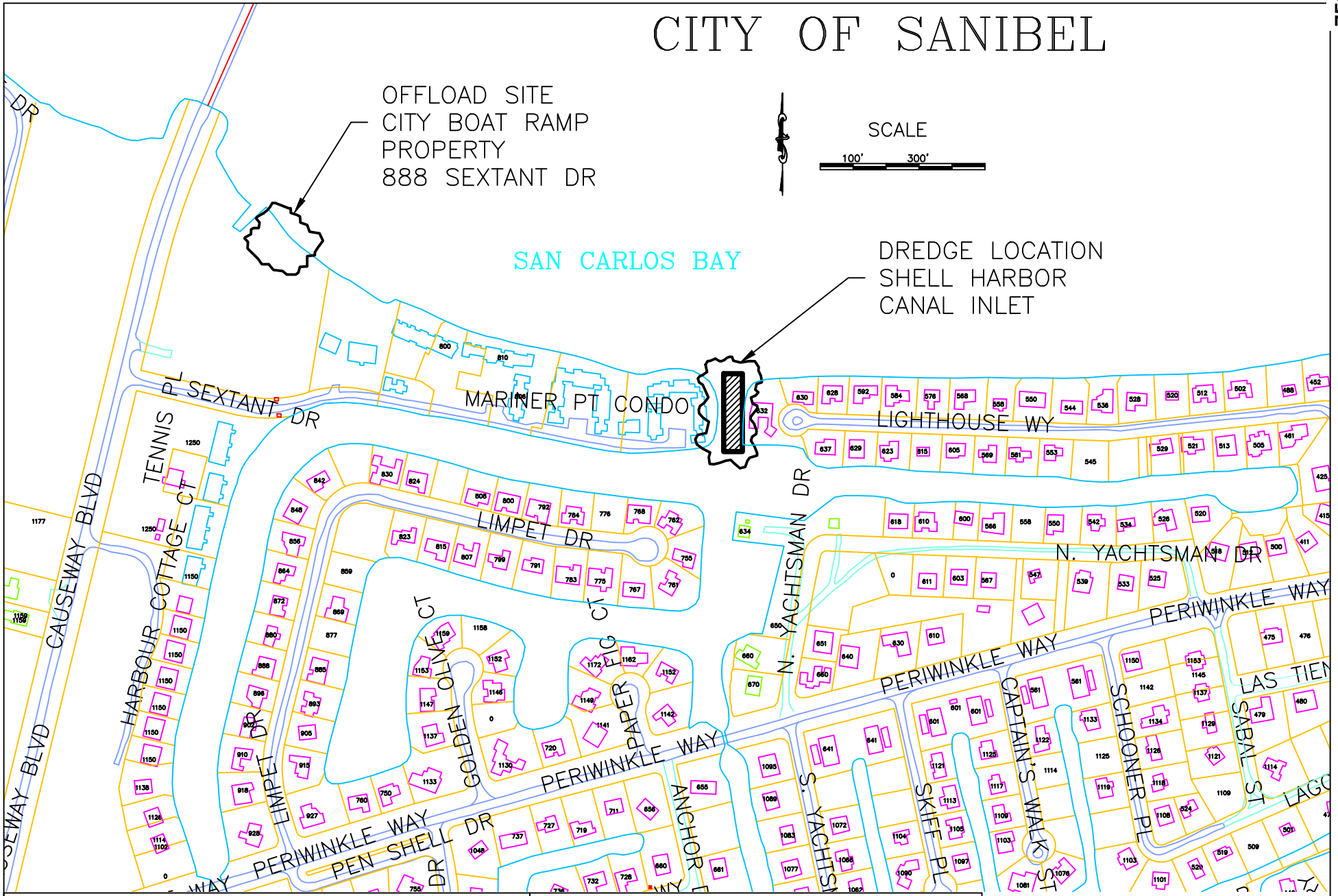
NOTE: ALL MEASUREMENTS ARE APPROXIMATE

City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

DRAWN BY: OFD	APPROVED BY:		CHECKED BY: SBK
DATE: 1/12/2024	FILE NAME: SHELL HARBOR 2024	SCALE:	SHEET NO. TS-6

CITY OF SANIBEL



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

SHELL HARBOR ENTRANCE CHANNEL DREDGING LOCATION MAP

TS-7 SHT__OF__	DATE	DRAWN	CHK.	SCALE	PROJECT NO.
	3/15/24	SBK		1"=400'	

City of Sanibel

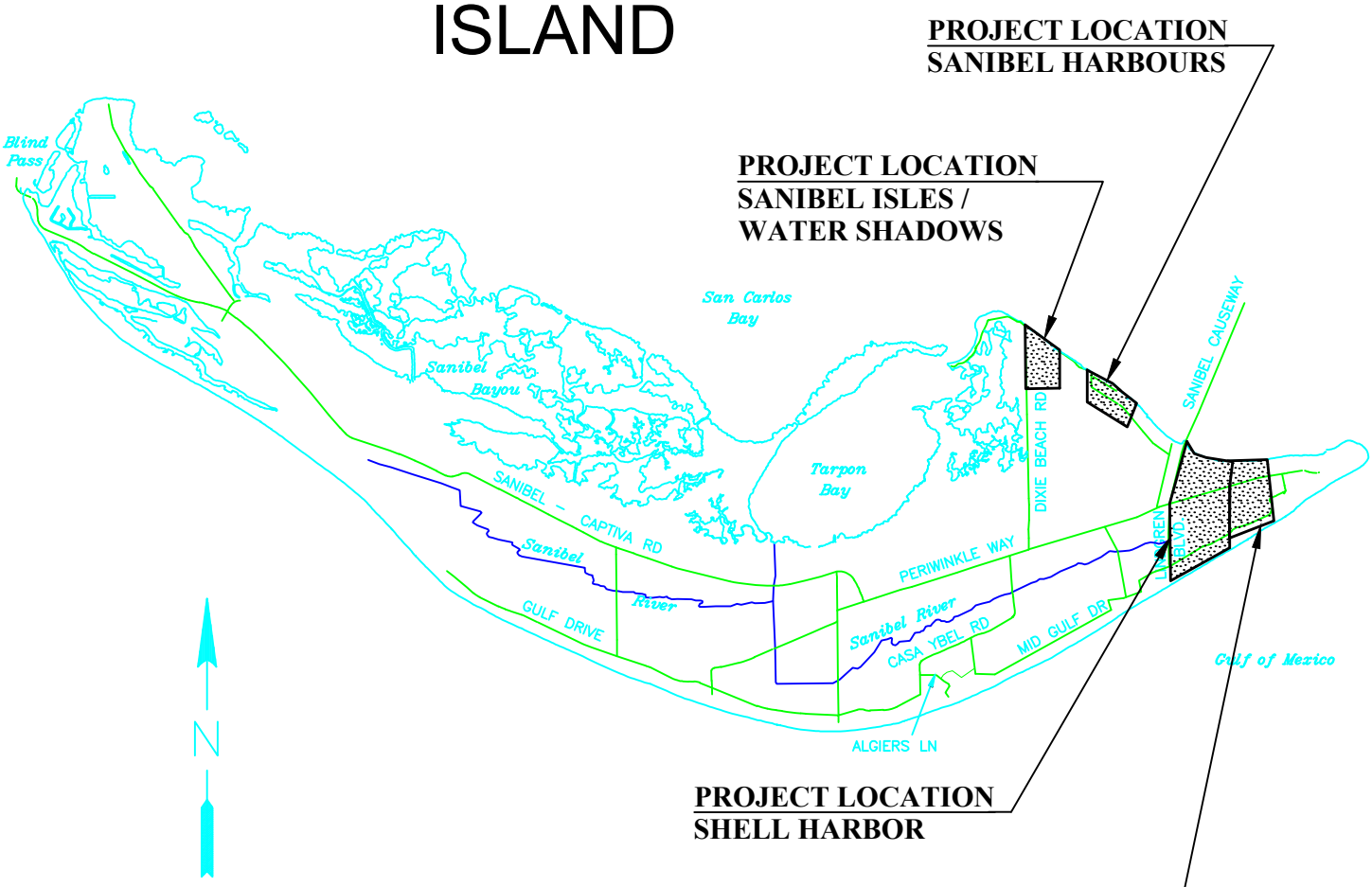
800 Dunlop Road
Sanibel, FL 33957

SKETCH - DREDGE SPOIL TEMPORARY STORAGE SITE (888 SEXTANT DRIVE)

SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT

TS-8	DATE	DRAWN	CHK.	SCALE	PROJECT NO.
	3/15/24		SBK	1"=80'	

SANIBEL ISLAND



City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

PROJECT LOCATION MAP

SHELL HARBOR CHANNEL ENTRANCE AND CANAL DREDGING PROJECT

TS-9	DATE	DRAWN	CHK.	SCALE	PROJECT NO.
	3/15/24		SBK	NO SCALE	

APPENDIX A

Shell Harbor Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX B

Sanibel Estates Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX C

Sanibel Harbours Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX D

Sanibel Isles/Water Shadows Subdivision FDEP and Army Corps of Engineers Permits

APPENDIX E

Emergency Services Dock and Boat Ramp (888 Sextant Dr) FDEP and Army Corps of Engineers Permits

City of Sanibel

ADDENDUM NO. 1
April 11, 2024

RE: Shell Harbor Entrance Channel and Canal Dredging Project
(ITB-PW-0-2024/SK) Bid opening date: April 18, 2024 @ 2:30PM

FROM: City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

TO: Prospective Bidders and Others Concerned

This addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original document.

A. Questions and Answers

Question No. 1: Are there retainage requirements for this project. If so, what is the percentage?

Response No. 1: Yes, Five (5)% is the City's standard retainage requirement once project billing begins.

Question No. 2: Is a timeline available for sending out a Notice to Proceed?

Response No. 2: Project award is anticipated at the May 7, 2024 City Council Meeting. Notice to proceed letter will be sent out shortly after award.

Question No. 3 We need clarification on Page 4, GC, 2.2.01 Owner's Rights and Responsibilities, #5 B – It states that "the Owner may take possession of the work and of all materials and equipment thereon and may finish the work by whatever method and means he may select." We would like clarification that this does not pertain to any tools, vehicles or construction equipment owned by the contractor.

Response No. 3 This does not pertain to any tools, vehicles or construction equipment owned by the contractor.

Question No. 4 Please confirm amount of bid packages we need to submit. Is it just one original copy or do we need to submit multiple?

Response No. 4 One original copy is all that is required for submission at bid opening.

PROPOSAL

CITY OF SANIBEL, FLORIDA
Shell Harbor Entrance Channel and Canal Dredging Project

April 18, 2024 @ 2:30PM

TO: CITY OF SANIBEL
Public Works Department
800 Dunlop Rd.
SANIBEL, FLORIDA 33957

Pursuant to the advertisement for bids, the undersigned having read the Specifications and examined the Drawings prepared by the City of Sanibel for the **Shell Harbor Entrance Channel and Canal Dredging Project** in the City of Sanibel, Florida, and having inspected the site of work and conditions affecting and governing same, hereby proposes to provide all materials, and all equipment, tools, etc., and to perform all labor necessary for the installation as specified and described in said Specifications.

The Total Bid Price for the work based on the summation of the extensions of the unit prices on the attached itemized proposal is (project award is based upon summation of three (3) years of Shell Harbor Entrance Channel Dredging as indicated on sheet P-3, include that dollar amount below):

Five hundred eighty five thousand Dollars ($ 585,000.00)
(written)

TIME OF COMPLETION

The undersigned further agrees to complete the furnishings and construction of such work, ready for continuous and satisfactory operation in all respects, within **SIXTY (60)** calendar days of the Notice to Proceed.

TIME OF VALIDITY

It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel.

BID SECURITY

The undersigned encloses herewith a certified check or cashier's check payable to the City of Sanibel, Florida or a bidder's bond bonding the undersigned and surety to the City of Sanibel, Florida in an amount not less than five percent (5%) of the total bid price as set out above, guaranteeing that the undersigned will enter into contract for the performance of the work if this proposal is accepted. It is hereby agreed that this proposal shall remain in full force and effect and may not be withdrawn for a period of sixty (60) days from the date of receiving proposals by the City of Sanibel, Florida.

ADDENDA

Receipt of Addenda Nos. 1 is hereby acknowledged.

Respectfully submitted,

Bayside Dredging LLC
Contractor

(Individual___), (Partnership___) or (Corporation X)

(SEAL)

Signed _____

Name (print) Bret Sapp

Title President

Address 5035 Ulmerton Road

City / State Clearwater, FL 33760

Telephone 727-798-0238

Fax 727-436-5003

Email bret@baysidedredging.com

DATE:

4-17-2024

NOTE: The legal status of the bidder, whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

POWER OF ATTORNEY

Bond # Bid Bond

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

MARGARET A. SCHULZ, JESSICA P. RENO, KEVIN WOJTOWICZ, JOHN R. NEU, DANIEL F. OAKS

Miami Lakes, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY NOTARY PUBLIC No. 50079910 NEW JERSEY My Comm. Exp. 04-04-2023

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, April 18, 2024

A00144

Irene Martins, Assistant Secretary

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Bayside Dredging LLC
5035 Ulmerton Road
Clearwater, FL 33760

SURETY:
(Name, legal status and principal place of business)

Harco National Insurance Company
4200 Six Forks Rd, Suite 1400
Raleigh, NC 27609

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Sanibel
750 Dunlop Road
Sanibel, FL 33957

BOND AMOUNT: $ 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

ITB-PW-0-2024/SK; Shell Harbor Entrance Channel and Canal Dredging Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 18th day of April, 2024

(Witness)

(Witness) Amy Scott

Bayside Dredging LLC
(Principal) *(Seal)*

By: President
(Title)

Harco National Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin Wojtowicz Attorney-in-Fact

ACRISURE®

April 17, 2024

CITY OF SANIBEl FL
800 Dunlop Road
Sanibel, FL 33957

RE: **Bayside Dredging LLC**
Project: **ITB-PW-0-2024/SK, Shell Harbor Entrance Channel and Canal Dredging Project**

To Whom It May Concern:

This is to advise you that our office provides bid, performance, and payment bonds for **Bayside Dredging LLC.** The name of their surety is **Harco National Insurance Company**, which carries an A.M. Best Rating of **A- X**, and it is listed in the Department of Treasury's Federal Register.

Based upon normal and standard underwriting criteria at the time of the request, we should be able to provide **Bayside Dredging LLC** performance and Payment Bonds for the single projects in the amount of **$4,000,000** and aggregate support in the amount of **$10,000,000**. We reserve the right to review final contractual documents, bond forms and obtain satisfactory evidence of funding prior to final commitment to issue bonds.

Bayside Dredging LLC is an excellent contractor, and we hold them in the highest regard. We feel extremely confident in our contractor and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client. If you should have any questions, please do not hesitate to give me a call.

Sincerely,

Kevin Wojtowicz
FL Licensed Resident Agent

BAYSIDE DREDGING

STATEMENT OF QUALIFICATIONS

www.baysidedredging.com

Company Profile

Bayside Dredging LLC was founded in 2022 and is fully licensed, insured, and bondable (10M+) certified marine specialty contractor (SCC# 131152825) capable of handling all your environmental restoration, marine engineering, permitting, and dredging needs. The principles of Bayside Dredging LLC are Bret Sapp, John Schamp, Kevin Davis, and Garrett Ceslok. Bayside Dredging has created a company that combines their engineering knowledge and dredging experience to cut down time and cost from start to finish, while maintaining the highest quality of work.

Bayside Dredging owners have over 50 years of experience in hydraulic and mechanical dredging. Our engineering and design team have come up with innovative ways to complete projects with little to no access or little to no dewatering areas, and still finish under budget. Our operations and management team have decades of experience in dewatering bags and polymer as well. Our custom-built environmentally friendly dredges are designed to meet the projects needs and goals while not impacting our natural resources first and foremost. Every job is different depending on the dewatering area and material type, but we have both hydraulic and mechanical methods to get the job done.

Bayside Dredging might be a new company, but you couldn't tell with the quality and difficulty of work that gets accomplished day after day. On private residential projects, we pride ourselves on protecting the owner's property, so when the work is complete, it requires very little or no restoration. We're able to accomplish this all while managing cost, safety, and scheduling. With an extensive inventory of dredging equipment, and some of the best operators in the industry, there's simply no dredging project that Bayside Dredging can't handle.

Please take a moment to review the attached projects that were managed and completed by Bayside Dredging staff and see for yourself why we feel confident in making these statements. For additional information, and to learn more about our company's capabilities, visit our website (www.baysidedredging.com), Check out our reviews on Google.

Google REVIEWS

Proposal | Planning | Design | Engineering | Permitting | Dredging | Disposal

BAYSIDE DREDGING

PROJECT NAME

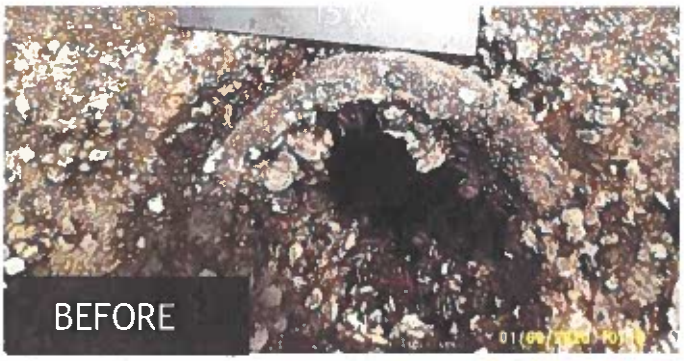
Stormwater Maintenance Project

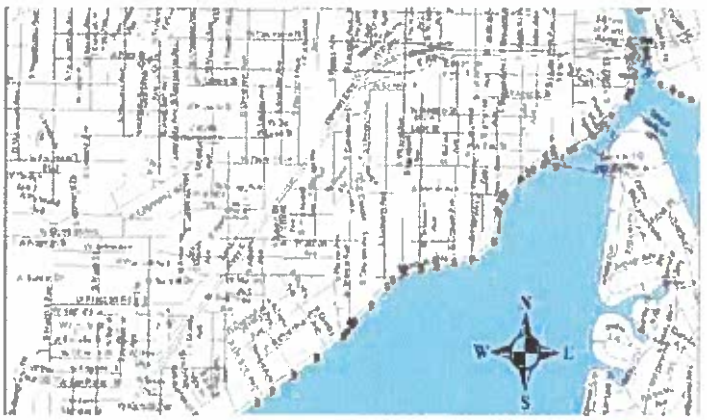
City of Tampa

SCOPE:

The City of Tampa awarded an annual contract to Bayside Dredging LLC in December 2022. The project consisted of removing all dirt, barnacles, and foreign materials at the outfall and up to 20 feet of pipe which is impeding the flow of the stormwater into the waterway. All outfall pipe cleaning included cleaning of the headwall structure 24 inches around all pipe sizes. Other service items include alluvial fan removal of sediment build up from the outfalls, box culvert cleaning, mangrove trimming as directed by the City of Tampa, and hauling and disposal of waste/vegetation material was cleared via the use of excavators and hauled off in dump trucks.

Project Location:	Tampa, FL
Name of Owner:	City of Tampa
Owner Contact:	Mike Edson : City of Tampa - Engineering Tech.
Telephone No:	813-690-1898
Project Value:	$900,400.00 annually





BAYSIDE DREDGING

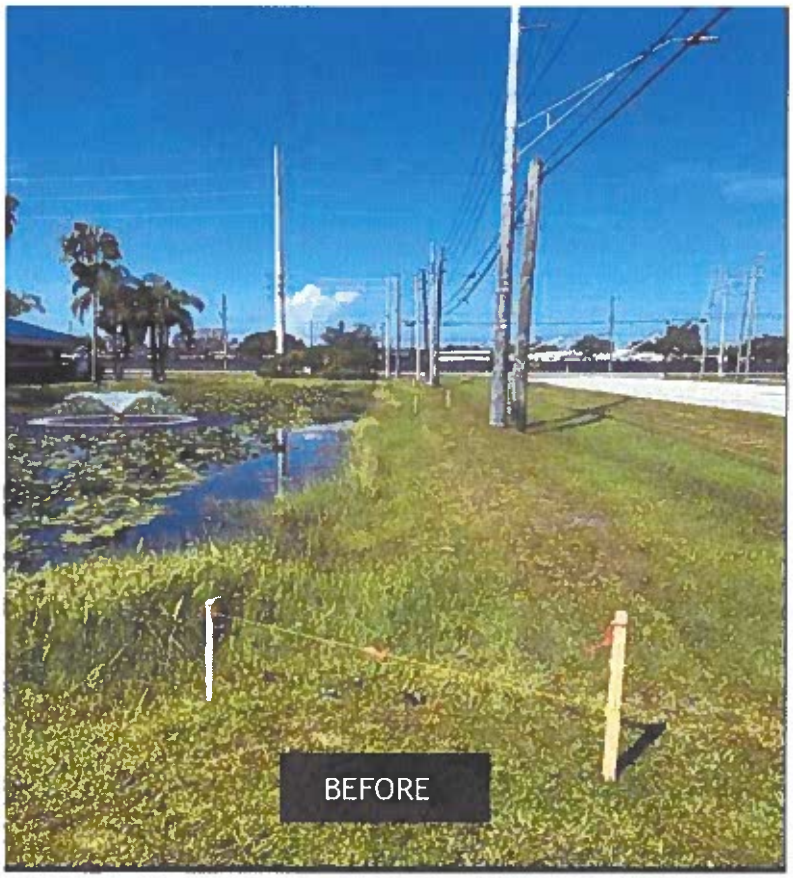
PROJECT NAME

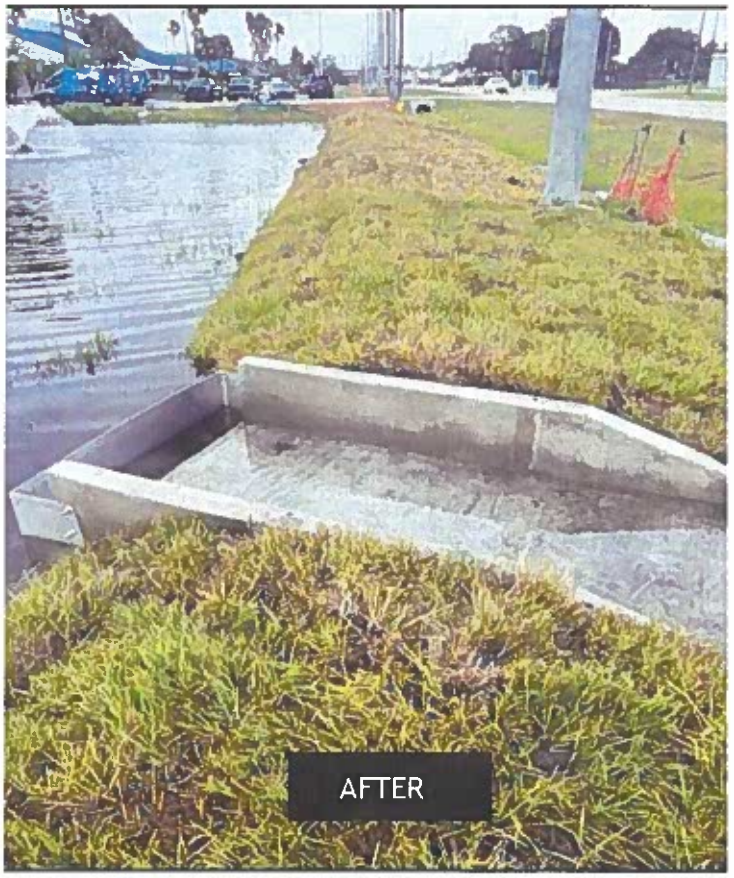
Meridian Gateway Ponds

SCOPE:

This project included modifying outfalls as shown in the engineering plans for ponds 3320 and 3340. This includes the construction of the spillway in pond 3220 and the removal of the outfall in pond 3340. Raise the banks and re slope the banks as needed in 3220, 3240, 3260, and 3380. Dredging was also done in the pond to restore the conditions back to original design. All material was hauled off-site and disposed of at an approved disposal site.

Project Location:	St. Petersburg, FL
Name of Owner:	Adler Real Estate Services, LLC
Owner Contact:	Scott Riccio 3340 Scherer Dr. St. Petersburg, FL 33718
Telephone No:	610-417-5830
Email Address:	sriccio@adler-partners.com
Project Value:	$91,500.00





BAYSIDE DREDGING

PROJECT NAME

Pelican Isles Yacht Club

SCOPE:

Pelican Isles Yacht Club is comprised of 190 slips in their marina and needed the removal of approximately 7,000cy of unconsolidated material to a depth of -5.0 ft-MLW. The project consisted of dredging in wet slips, under boat lifts, and under floating docks. The project was performed with a 6-inch hydraulic dredge that pumped the dredge material into dewatering trucks that were staged in the marina. The trucks then hauled the material offsite to a local approved disposal site.

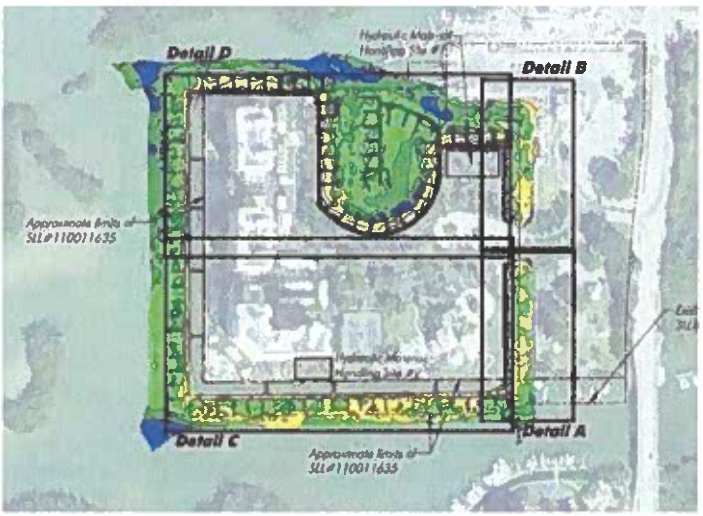
The project took approximately 6 months to complete once all permits were obtained.

Project Location:	Naples, FL
Name of Owner:	Pelican Isles Yacht Club
Owner Contact:	Ali Feezor
Telephone No:	239-566-1606
Project Value:	$1,006,000.00

PELICAN ISLE
YACHT CLUB

SLIP LAYOUT

DREDGE DESIGN



BAYSIDE DREDGING

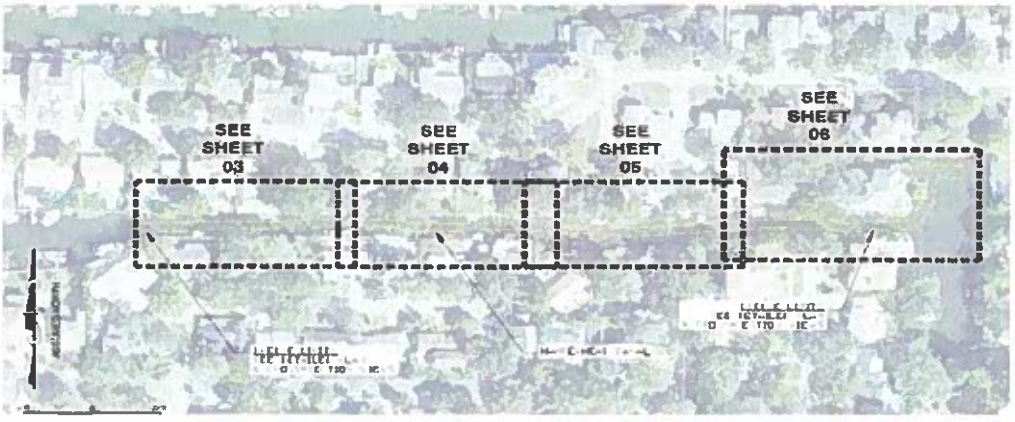
PROJECT NAME

Justin James Project
Hammerhead Canal

SCOPE:

On September 15, 2022, Justin James and other neighbors executed a $342,190 contract for 2,363 cubic yards of unconsolidated material to be removed to a depth of -4.0 ft-MLW in their Hammerhead Canal. The project was performed with a 6-inch hydraulic dredge that pumped the dredge material into dewatering trucks that were staged in the street. The trucks then hauled the material offsite to a local approved disposal site. The project took approximately 2 months to complete once all permits were obtained.

Project Location:	Tampa, FL
Name of Owner:	Justin James and Other Neighbors
Telephone No:	813-885-4144
Project Value:	$342,190.00



BAYSIDE DREDGING

PROJECT NAME

Town of Belleair
Harold Lake

SCOPE:

The Town of Belleair awarded a contract to Bayside Dredging LLC in January 2023 in the amount of $318,290. The project consists of removing sediment and vegetation accumulation within a 19,510 sq. ft. area. Total volume of removal is approximately 2,316 cu. yds. of material that's preventing the original design purpose of Harold Lake. The original design includes stormwater drainage from surrounding neighborhoods and communities.

Project Location:	Belleair, FL
Name of Owner:	Town of Belleair
Owner Contact:	Ashley Bernal Assistant to the Town Manager (727) 588-3769 ext. 244
Project Value:	$318,290

PROJECT PARAMETERS

BAYSIDE DREDGING

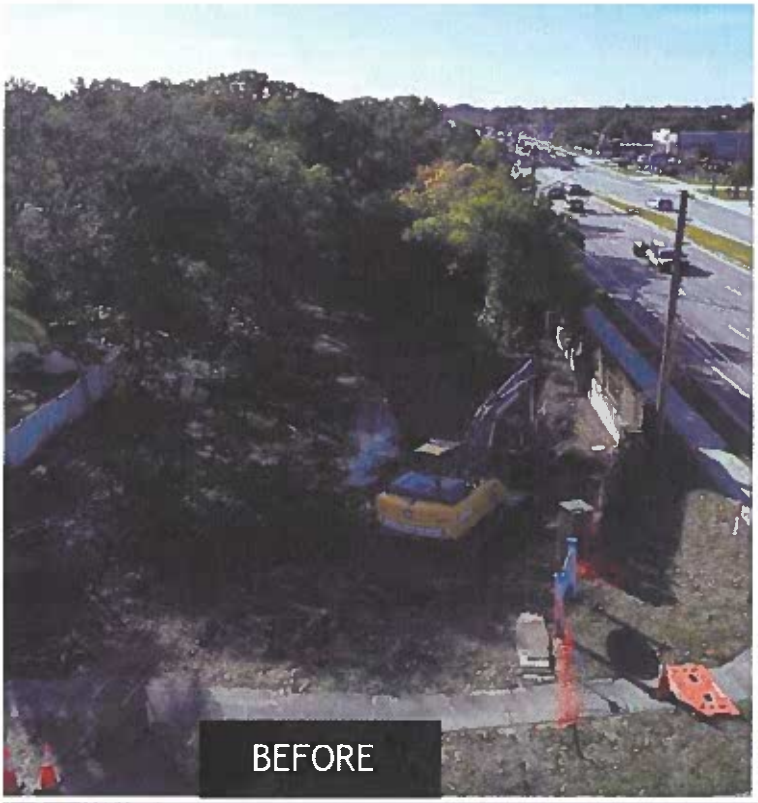
PROJECT NAME

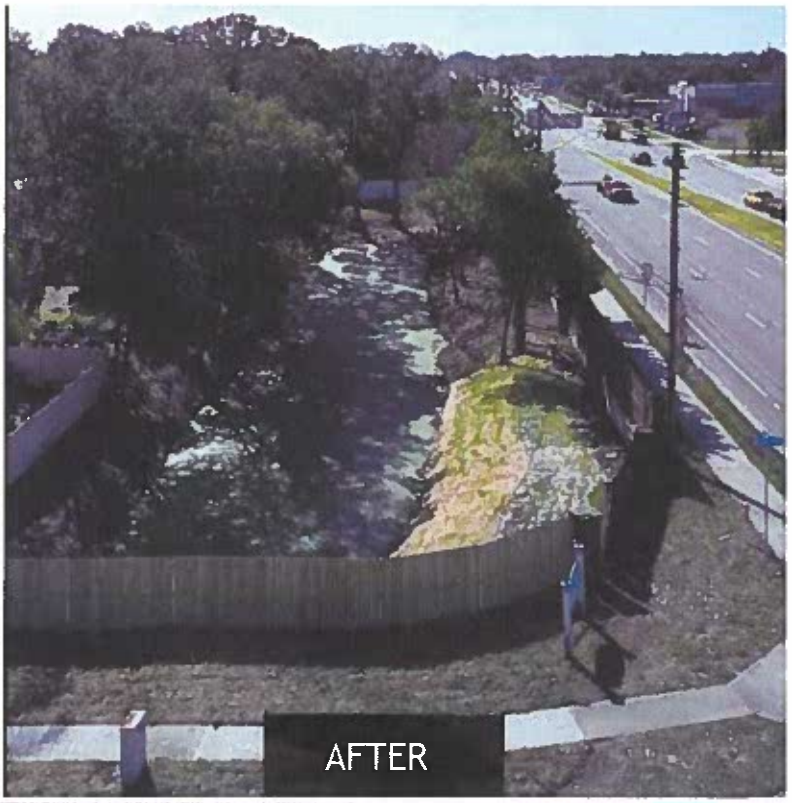
City of Pinellas Park
Stormwater Pond Cleanup Project

SCOPE:

The City of Pinellas Park had several ponds with deficiencies that needed to be addressed. The ponds had erosion issues, invasive species overgrowth, and significant amounts of sediment build up that needed to be removed. Bayside Dredging handled everything from initial inspections, dredging, and hauling of material to an offsite approved disposal location.

Project Location:	Pinellas Park, FL
Name of Owner:	The City of Pinellas Park
Owner Contact:	Dylan Luke Const. Serv. Sup. City of Pinellas Park 6250 82nd Ave Pinellas Park, FL 33781
Telephone No:	727-240-5152
Email Address:	dluke@pinellas-park.com
Project Value:	$1,082,500.00





BAYSIDE DREDGING

PROJECT NAME

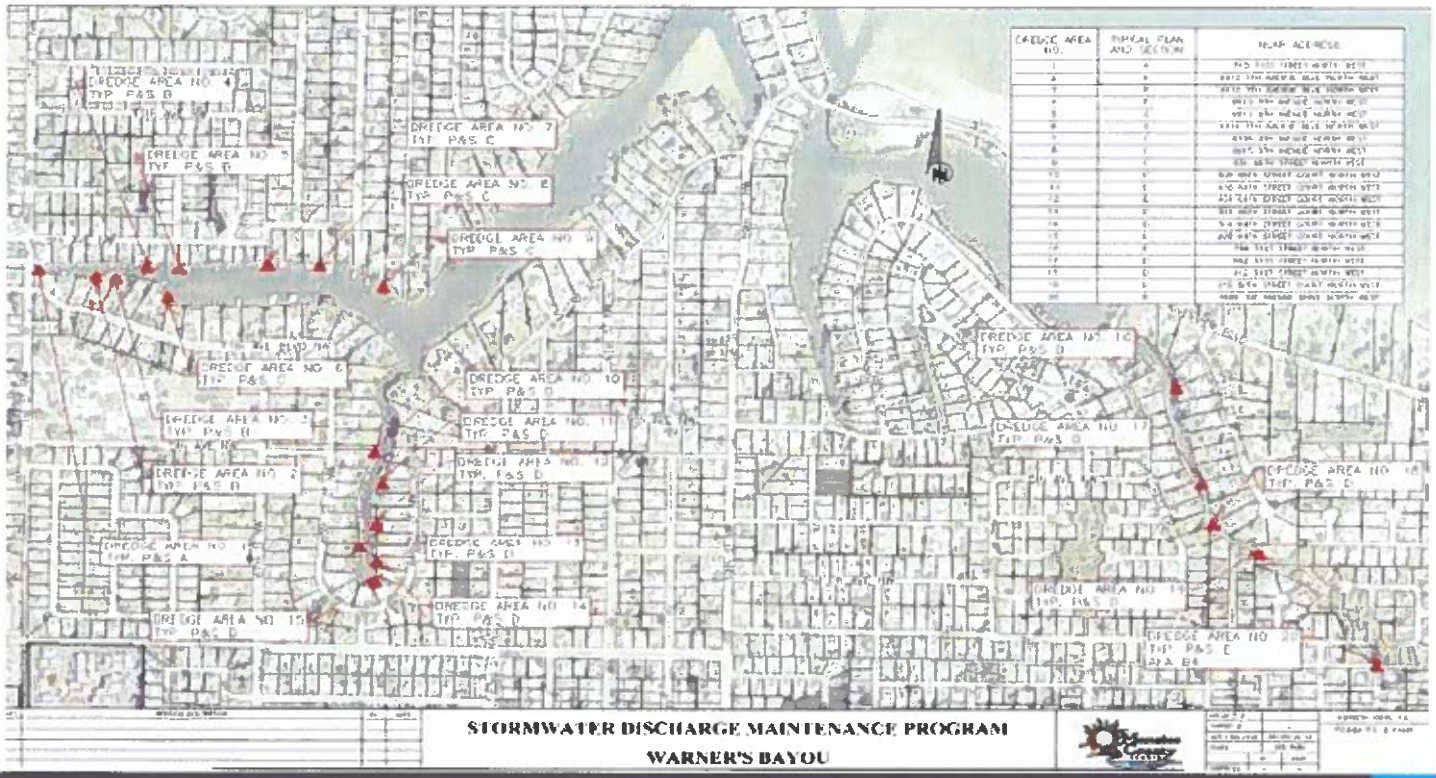
C-Squared CGC, Inc.
Manatee County - Warner's Bayou Project

SCOPE:

Manatee County had 22 outfalls that needed inspected and cleaned out from street run off. A total of 725cy was removed from all locations in total. The material was hydraulically dredged directly into dewatering trucks, then taken to a commercial facility to dry out. Once the material was dry, it was then re-handled, loaded, and hauled directly to the Manatee County Landfill to be properly disposed.

Project Location:	Bradenton, Florida
Name of Owner:	C-Squared CSC, Inc.
Owner Contact:	Sean D'Agostino
Telephone No:	941-345-3093
Email Address:	seand@c-squaredcgc.com.com
Project Value:	$223.350.00

WARNER"S BAYOU OUTFALL LOCATIONS



BAYSIDE DREDGING

PROJECT NAME

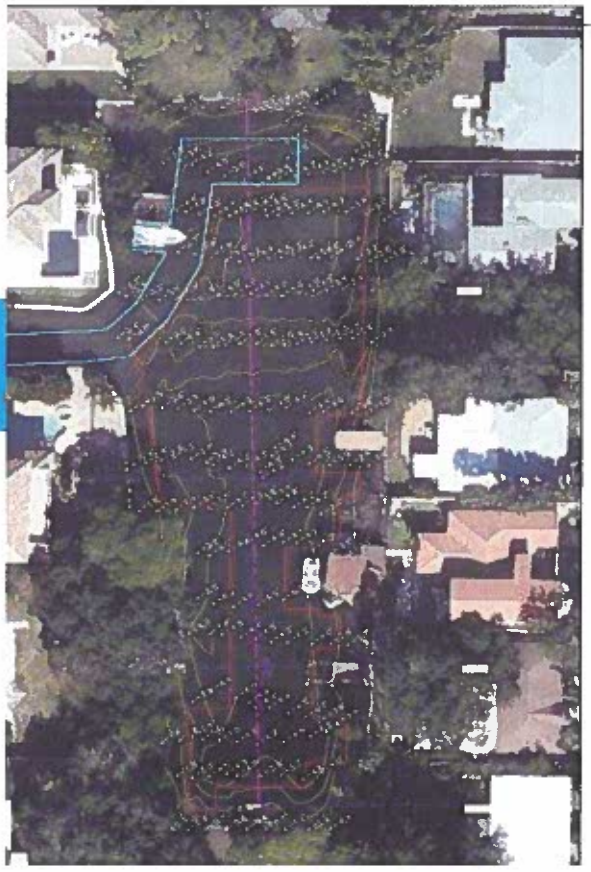
City Of Tampa
Hammerhead Canal

SCOPE:

In February of 2023, the City of Tampa added a 2,087 cubic yard project of unconsolidated material, valued at $325,050, to be removed to a depth of -5.0 ft-MLW in the eastern end of Hammerhead Canal. The project was performed with a 6-inch hydraulic dredge, that pumped the dredge material into dewatering trucks that were staged in the street. The trucks then hauled the material offsite to a local approved disposal site. The project took approximately 2 months to complete once all permits were obtained.

Project Location:	Tampa, Florida
Name of Owner:	City of Tampa, Florida, Florida
Owner Contact:	Michael Edson - Engineering Tech. III
Telephone No:	813-690-1898
Project Value:	$325,050.00

HAMMERHEAD CANAL DREDGE DESIGN



BAYSIDE DREDGING

PROJECT NAME

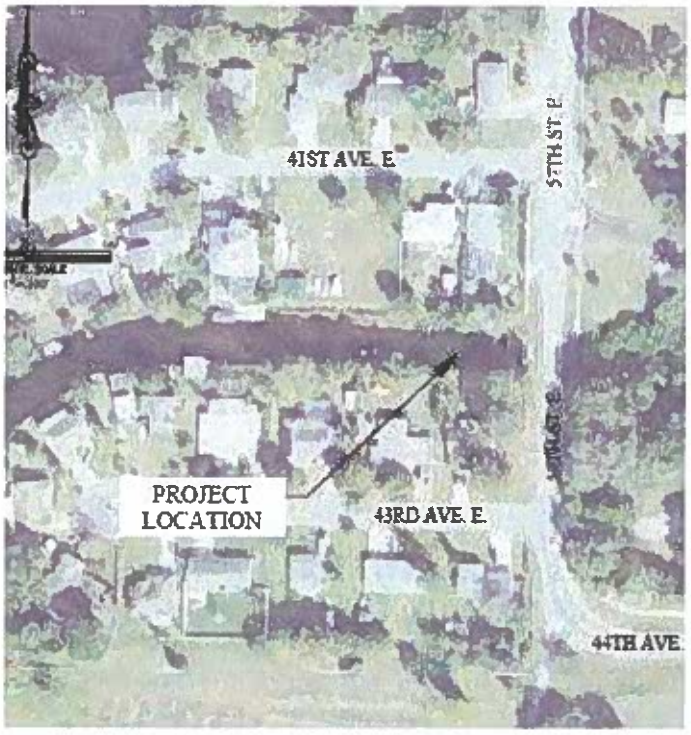
Stormwater Maintenance Program
Morgan Johnson Outfall

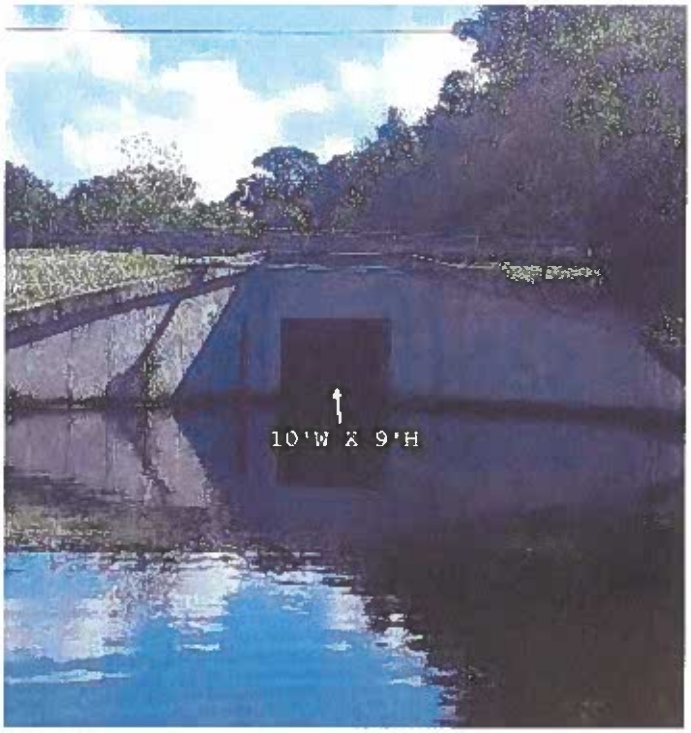
SCOPE:

The Stormwater Discharge Maintenance Program for Morgan Johnson consisted of dredging sediment from a stormwater outfall north of 43rd Ave E on Morgan Johnson Road in Bradenton, Florida.

This project consisted of dredging of 555 cubic yards of sediment from one stormwater outfall. The sediment was mechanically and hydraulically removed. The dredged sediment was dewatered and loaded onto trucks for hauling. The sediment being transported was hauled to the Manatee County Landfill.

Project Location:	Manatee County, Florida
Name of Owner:	Manatee County
Owner Contact:	Robert Halbach 1022 26th Avenue Bradenton, FL 34208
Telephone No:	941.708.7450 ext. 7329
Email Address:	robert.halbach@mymanatee.org
Project Value:	$173,615.75





BAYSIDE DREDGING

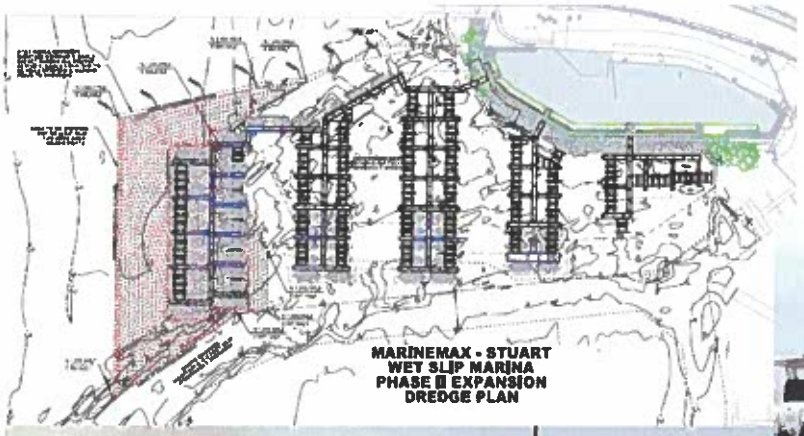
PROJECT NAME

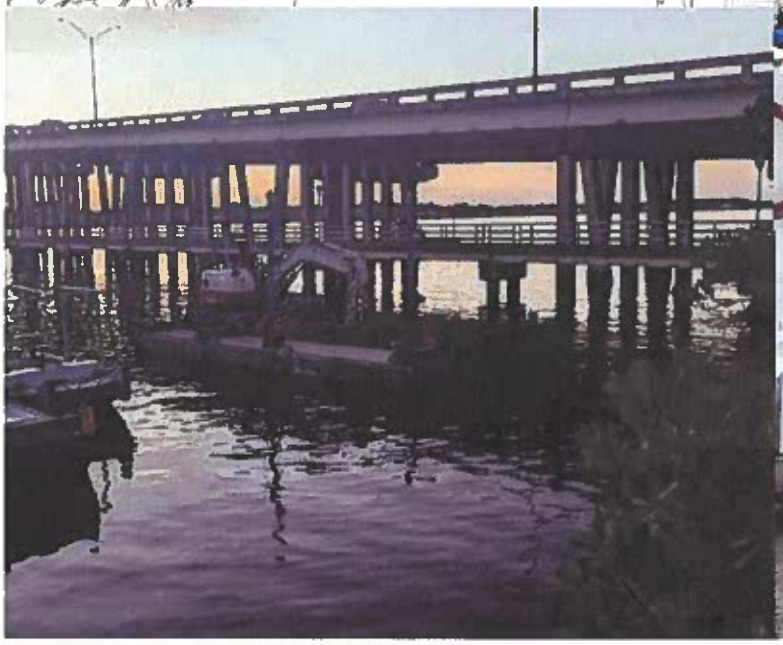
Marine Max - Stuart

SCOPE:

Marine Max was in need of depth for their larger vessels located on their outer slips. A pre-dredge survey was performed by Bayside Dredging to generate and quantify the amount of material needing to be removed to hit the 6ft MLW target depth. The 6,000cy of sediment was mechanically dredged with a mini excavator and hopper barge. The material was offloaded directly into dump trucks and hauled off-site to a commercial facility.

Project Location:	Stuart, FL
Name of Owner:	Marine Max
Owner Contact:	Midcoast Construction Enterprises, LLC Jack Fulford 2370 SW Palm City Rd Stuart, FL 34994
Telephone No:	813-309-2885
Email Address:	jfulford@midcoastllc.com
Project Value:	$600,000.00





BAYSIDE DREDGING

PROJECT NAME

George English Park, Ft. Lauderdale

SCOPE:

The George English Park project consisted of the excavation the removal of 600cy +/- effluent and silt deposited into the lagoon as a result of two broken force mains. The dredge material was pumped into Geosynthetic dewatering bags. The effluent from the dewatering bags was then pumped through an inline ultraviolet (UV) light system to disinfect the organics without the use of chemicals before Bayside Dredging LLC the water was returned to the lagoon. The material captured in the geosynthetic dewatering bags were then hauled off site to an approved waste management facility.

During the course of this project, standard manatee conditions (version 2011) were adhered to for all in-water work. Prior to construction commencement, weighted floating turbidity curtains, extending to within one foot from the submerged bottom were utilized around the project area to ensure that any turbidity resulting from construction activities would be contained within the project boundaries. All water bodies, including any adjacent submerged aquatic vegetation outside the specific limits of construction were protected from erosion, siltation, sedimentation, and/or scouring.

Project Location:	Ft. Lauderdale, FL
Name of Owner:	The City of Ft. Lauderdale
Owner Contact:	Todd Hiteshew Environmental Compliance Manager
Telephone No:	954-828-7807
Email Address:	thiteshew@fortlauderdale.gov
Project Value:	$214,780.00

BAYSIDE DREDGING

PROJECT NAME

Dredging Services

East Lake Channel Nutrient Removal

SCOPE:

The Hillsborough County East Lake channel dredging and nutrient removal project consisted of dredging approximately 7551 CY of soft accumulated organic material.

The material consisted of fine-grained silts, clays, and organic material. The footprint of this project included several residential channels within the main waterbody of East Lake Channel. The material was mechanically removed and placed into hoppers where it was transferred to an onsite DMMA for dewatering and prepped for final disposal.

Project Location:	Tampa, Florida
Name of Owner:	Hillsborough County BOCC
Owner Contact:	Pierre Valles, P.E. Hillsborough County 9325 Bay Plaza Blvd. Suite 201 Tampa, FL 33619
Telephone No:	813-307-1852
Email Address:	vallesp@HCFLGov.net
Project Value:	$776,122.00

BAYSIDE DREDGING

PROJECT NAME

Bay County

Robinson Bayou Dredge Project

SCOPE:

The Robinson Bayou dredge project consisted of 977cy that needed to be dredged, dried, stored, and hauled to a County property. The project also included installing and maintaining all turbidity barriers and monitoring turbidity levels so as not to exceed 29 N.T.U.'s above natural background levels while dredging. As-built surveys were required upon completion of the dredging operation within Robinson Bayou and after cleanup of the spoil site. The project took 30 days to complete.

Project Location:	Panama City, FL
Name of Owner:	Bay County
Owner Contact:	Luke Powell Environmental Coordinator 840 W. 11th St. Panama City, FL 32401
Telephone No:	850-248-8304
Email Address:	lpowell@baycountyfl.gov
Project Value:	$226,085

Bret Sapp

Address: Gulfport, FL 33707

Phone: 727-798-0238

Email: bret@baysidedredging.com

Experience

- **President,** **Bayside Dredging**
  August 2022 - Present

- **Operations Manager,** **Gator Dredging**
  August 2006 - August 2022
  • Worked on and managed over 1000 projects in the last 16 years
  • Overseeing multiple municipal and private projects at the same time and responsible for staffing of 120
  employees on average throughout the year.
  • Lead Bid Estimator and responsible for the preparation of bid proposals and government submittals

Education

- **BS Environmental Science And Policy,** **University Of South Florida**

State Certified Marine Specialty Contractor SCC# 131152825

Fall 2008

Technical Skills/Certifications

• Microsoft Office 365 Software • Confined Space Certified
• QuickBooks Desktop • OSHA 10 Certified
• Trimble Hardware • PADI Certified
• Surveying in/out water elevations • TWIC Card
• Turbidity Monitor and Trainer • Florida Phosphate Training

Key Project Experience

- Pinellas County-Lake Seminole Muck Removal Brevard County - Turkey Creek Muck Removal
- Kings Bay Restoration Project
- Florida Power & Light - Turkey Point Cooling Canal Dredging
- USACOE - Stevenson Creek Ecosystem Restoration
- City of Cape Coral - Citywide Master Canal Dredging
- Tierra Verde Island HOA - Shell Island Channel Dredging
- Tierra Verde Island HOA - Oceanview Channel Dredging
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Pinellas Park-Annual Pond Maintenance Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

Kevin Davis

Address: St. Petersburg, FL 33702

Phone: 813-785-1756

Email: kevin@baysidedredging.com

Experience

- **President of Engineering,** **Bayside Dredging**

  August 2022 - Present

  • Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
  • Implementing AutoCAD skills on a regular basis
  • Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core boring collections.
  • Project analysis and project projections.
  • Responsible for setup and maintenance of computer hardware/software for computer usage.
  • Carrying out processes for reconfiguring and networking new workstations.
  • Server upkeep
  • Troubleshooting software and hardware issues.

- **Project Engineer / I.T. Specialist,** **Gator Dredging**

  August 2010 - August 2022

  • Responsible for the authorization of permits for marine construction through municipalities / state / federal levels.
  • Implementing AutoCAD skills on a regular basis
  • Collection of field data which includes bathymetric/topographic surveys, geotechnical analysis, and core
  boring collections.
  • Responsible for setup and maintenance of computer hardware/software for computer usage.
  • Carrying out processes for reconfiguring and networking new workstations.
  • Server upkeep
  • Troubleshooting software and hardware issues.

Education

- **B.S. Civil Engineering,** **University Of South Florida**

Summer 2010

Technical Skills/Certifications

- AutoCAD CIVIL3D
- Microsoft Office 365 Software
- QuickBooks Desktop
- Surveying in/out water elevations
- Windows OS
- Trimble
- Software/Hardwar
- GPS
- Office Pathfinder

John Schamp

Address: Odessa, FL 33556

Phone: 727-480-6390

Email: john@baysidedredging.com

Experience

Vice President, Bayside Dredging
August 2022 - Present

Project Manager/ Estimator, Gator Dredging
August 2015 - August 2022

- Worked on and managed over 700 projects in the last 11 years
- Overseeing multiple commercial and private projects at the same time and responsible for staffing of employees throughout the year.
- Estimator and responsible for the preparation of proposals for residential and commercial projects
- Communicating with accounting for project invoicing

Foreman/ Sales Associate, Gator Dredging
August 2011 - August 2015

- Facilitated Large Canal, Marina, And Residential Dredging Project
- Maintained And Exceeded Project Deadlines
- Delegated Responsibilities To Ensure Project Effectiveness And Completion
- Communicated With New And Existing Clients To Discuss Pricing, Permitting, Operation Logistics, And
- Project Timeframes

Education

- **University of South Florida, St. Petersburg - Credits Obtained**
- **St. Petersburg College, St. Petersburg - Credits Obtained**

Technical Skills/Certifications

- Microsoft Office 365 Software
- QuickBooks Desktop
- Trimble Hardware
- Surveying in/out water elevations
- Turbidity Monitor and Trainer
- Confined Space Certified
- OSHA 10 Certified
- Florida Phosphate Training

Key Project Experience

- Pinellas County-Lake Seminole Muck Removal
- Manatee County-Highland Shores
- USACOE - Stevenson Creek Ecosystem
- Restoration Brevard County-Scottsmoore Landing Park
- City of Tampa-Eastlake Dredging Project
- City of Destin - Emergency Old Pass Lagoon Dredging
- City of Tampa-Stormwater Annual Maintenance
- Caribbean Isles - Canal Dredging, Apollo Beach

Garrett Ceslok

Address: Ft. Myers, FL 33920

Phone: 239-834-1843

Email: garrett@baysidedredging.com

Experience

Managing Partner, Bayside Dredging
August 2022 - Present

Superintendent, Gator Dredging
August 2012 - August 2022

- Worked on and managed over 500 projects in the last 10 years
- Overseeing multiple public and private projects at the same time and responsible for staffing of employees for each project
- Built relationships with customers and affiliated contractors to promote long term business

Technical Skills/Certifications

- Trimble Hardware • Confined Space Certified
- Surveying in/out water elevations • OSHA 10 Certified
- Turbidity Monitor and Trainer

Key Project Experience

- Lee County-Powell Creek
- Kings Bay Restoration Project
- Lake Martha Fuel Cleanup
- City of Naples-Lake Restoration Project
- City of Cape Coral - Citywide Master Canal Dredging
- City of Pensacola Stormwater Cleaning
- Manatee County-Bowless Creek Dredging
- Manatee County-Highland Shores
- City of Tampa-Stormwater Annual
- Maintenance Caribbean Isles - Canal Dredging, Apollo Beach

BAYSIDE DREDGING

5035 Ulmerton Road Clearwater, FL 33760

Tel: 727.436.5044

Fax: 727-436-5003

www.baysidedredging.com

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

SAPP, BRET A

BAYSIDE DREDGING LLC
5035 ULMERTON RD
CLEARWATER FL 33760

LICENSE NUMBER: SCC131152825

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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

PINELLAS COUNTY
SMALL BUSINESS ENTERPRISE PROGRAM

THIS CERTIFICATE IS AWARDED TO

Bayside Dredging LLC

HAS SUCCESSFULLY COMPLETED THE
SBE Certification Requirements for:
Construction
Certification Expires:
12/29/2025

Approved:
12/30/2022

SIGNED, Corey McCaster

Pinellas County

st.petersburg

The City of St. Petersburg
Small Business Enterprise Certification

This certificate is awarded to
Bayside Dredging LLC

SBE Certification Number:
This certificate is applicable in
NIGP 67053: Pipeline Equipment and Tools, Construction and Laying of the Pipeline NIGP 76016: Dredging Machines and Equipment NIGP 91223: Construction, General: Backfill Services, Digging, Ditching, Road Grading, Rock Stabilization, etc. NIGP 91339: Construction, Pipe Culvert NIGP 91345: Construction, Sewer and Storm Drain NIGP 95926: Breakwater Construction, Maintenance, and Repair NIGP 96239: Hauling Services NIGP 96833: Ditch Maintenance NIGP 96834: Dredging Services, The City of St. Petersburg
Certified: July 12, 2023
Expires: July 12, 2026

Stephanie Swinson

Stephanie Swinson, Esq.
Contracts Compliance Manager
727-893-4109
Stephanie.Swinson@stpete.org

In accordance with the City of St. Petersburg's Small Business Enterprise Ordinance #789-G, your business is certified as a Small Business Enterprise by the City of St. Petersburg. You will need to show proof of your new Occupational License each year, as well as renew your certification with this agency every three years. If at anytime the composition of the SBE status of your firm changes, you need to complete another SBE affidavit. The City of St. Petersburg Government reserves the right to terminate or cancel this certification at anytime when it is found that the composition of the Organization has changed and no longer meets the definition established for SBE certification.

Hillsborough County Florida

Board of County Commissioners
Economic Development Department
Minority and Disadvantaged Business Development

Small Business Registration

Bayside Dredging LLC

HC-2114/23

Valid from July 6, 2023 - July 6, 2025

Approved Lines of Business:

Contractor - Certified Marine Specialty, Environmental Restoration, Marine Engineering, Permitting, And Dredging Needs

Theresa Kempa, Manager, MCA
Minority & Small Business Enterprises Division

BAYSDRE-01 DASBURY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Construction Casualty Insurance, LLC 3637 4th Street North Suite 310 Saint Petersburg, FL 33704	CONTACT NAME: Certificates PHONE (A/C, No, Ext): (727) 502-2190 FAX (A/C, No): E-MAIL ADDRESS: certs@cci-ins.com
INSURED Bayside Dredging LLC 5035 Ulmerton Rd Clearwater, FL 33760	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Continental Casualty Insurance Company INSURER B : Clear Blue Insurance Company — 28860 INSURER C : Mitsui Sumitomo Insurance Company Ltd INSURER D : Manufacturers Alliance Insurance Company — 36897 INSURER E : American Longshore Mutual Association, Ltd. INSURER F : Homeland Insurance Company of New York — 34452

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	H0877660-01	8/12/2023	8/12/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	AQ1YFL002855-01	8/12/2023	8/12/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 25,000	X	X	OLM2510569	8/12/2023	8/12/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	1406255Y	8/12/2023	8/12/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	USL&H		X	ALMA-081122-022457-02	8/12/2023	8/12/2024	each accident	1,000,000
F	Pollution Liability			7930120890001	8/12/2023	8/12/2024	Aggregate/Occurence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by written contract, the certificate holder is listed as additional insured, on a primary non-contributory basis, with regard to the General Liability policy and is included as an additional insured on the Auto policy. A waiver of Subrogation applies on the Marine Package Policy (General Liability/Hull/P&I), Auto, Workers Compensation, and USL&H policies. Excess policy is follow form.

USL&H Workers Compensation coverage detail:
Employers Liablity:
Each accident $1,000,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

For Informational Purposes Only

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

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AGENCY CUSTOMER ID: BAYSDRE-01 DASBURY
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Construction Casualty Insurance, LLC		Bayside Dredging LLC 5035 Ulmerton Rd Clearwater, FL 33760
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Disease policy limit: $1,000,000
Disease - Each Employee: $1,000,000

Vessel Pollution Policy: Policy Number V-18000-23
Effective date: 8/12/2023 - Expiration date: 8/12/2024
Insurance Carrier: Safe Harbor Insurance Company
General Aggregate: $1,000,000
Each occurrence: $1,000,000

Equipment Floater Coverage: Policy#H0877660
Effective date: 8/12/2023 - Expiration date: 8/12/2024
Insurance Carrier: Continental Casualty Insurance Company
Leased/Rented/Borrowed limit: $140,000

HULL & Protection & Indemnity Coverage: Policy#H0877660
Effective date: 8/12/2023 -Expiration date: 8/12/2024
Insurance Carrier: Continental Casualty Insurance Company
Hull & Machinery TIV - $470,000
P&I - General Aggregate: $1,000,000
Jones Act Coverage is afforded under Protection and Indemnity (PI) portion of the policy under Crew Coverage.

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THE CITY OF SANIBEL - SHELL HARBOR ENTRANCE CHANNEL AND CANAL DREDGING PROJECT
BID OPENING APRIL 18, 2024 @2:30 PM

Base Bid - Shell Harbor 2024 Dredging Project					
Item No.	Description	Quantity		Unit Price	Total Price
1A	Mobilization and Construct/remove off-load site structure 2023/2024	1	LS	$40,000.00	$40,000.00
1B	Dredge Shell Harbor Canal Entrance 2023/2024	2,000	CY	$75.00	$150,000.00
2A	Mobilization and Construct/remove off-load site structure 2024/2025	1	LS	$45,000.00	$45,000.00
2B	Dredge Shell Harbor Canal Entrance 2024/2025	2,000	CY	$75.00	$150,000.00
3A	Mobilization and Construct/remove off-load site structure 2025/2026	1	LS	$50,000.00	$50,000.00
3B	Dredge Shell Harbor Canal Entrance 2025/2026	2,000	CY	$75.00	$150,000.00
Base Bid - Total for all 3 years of Shell Harbor Entrance Channel work used for low bidder award (enter this amount on proposal page 1, P-1)=					585,000.00
Alternate Bid Items - Additional Potential Alternate Dredge Sites (mobilization item from above will be used if dredged separately from Shell Harbor)					
Alt - 1	Dredge Shell Harbor and/or Sanibel Estates Canal 2023/2024	2,000	CY	$90.00	$180,000.00
Alt - 2	Dredge Shell Harbor and/or Sanibel Estates Canal 2024/2025	2,000	CY	$90.00	$180,000.00
Alt - 3	Dredge Shell Harbor and/or Sanibel Estates Canal 2025/20246	2,000	CY	$90.00	$180,000.00
Alt - 4	Dredge Sanibel Isles 2023/2024	2,000	CY	$100.00	$200,000.00
Alt- 5	Dredge Sanibel Isles 2024/2025	2,000	CY	$100.00	$200,000.00
Alt - 6	Dredge Sanibel Isles 2025/2026	2,000	CY	$100.00	$200,000.00
Alt - 7	Dredge Sanibel Harbours 2023/2024	2,000	CY	$95.00	$190,000.00
Alt - 8	Dredge Sanibel Harbours 2024/2025	2,000	CY	$95.00	$190,000.00
Alt - 9	Dredge Sanibel Harbours 2025/2026	2,000	CY	$95.00	$190,000.00
Alt - 10	Dredge Material Around Emergency Services Dock 2023/2024	800	CY	$90.00	$72,000.00
Alt - 11	Dredge Material Around Emergency Services Dock 2024/2025	800	CY	$90.00	$72,000.00
Alt - 12	Dredge Material Around Emergency Services Dock 2025/2026	800	CY	$90.00	$72,000.00

City Fiscal Year runs October 1 to September 30th. Example: 2023/2024: 10/1/2023-9/30/2024

Shell Harbor Entrance Channel and Canal Dredging Project				Bayside Dredging LLC		K&M Industrial LLC		Kelly Brothers	
item no.	Description	Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1A	Mobilization and Construct/remove off-load site structure 2023/2024	1	EA	$40,000.00	$40,000.00	$66,000.00	$66,000.00	$94,930.00	$94,930.00
1B	Dredge Shell Harbor Canal Entrance 2023/2024	2000	CY	$75.00	$150,000.00	$84.90	$169,800.00	$81.00	$162,000.00
Total for 2023/2024 Shell Harbor					**$190,000.00**		**$235,800.00**		**$256,930.00**
2A	Mobilization and Construct/remove off-load site structure 2024/2025	1	EA	$45,000.00	$45,000.00	$66,000.00	$66,000.00	$94,930.00	$94,930.00
2B	Dredge Shell Harbor Canal Entrance 2024/2025	2000	CY	75	$150,000.00	$84.90	$169,800.00	$83.00	$166,000.00
3A	Mobilization and Construct/remove off-load site structure 2025/2026	1	EA	$50,000.00	$50,000.00	$66,000.00	$66,000.00	$96,828.60	$96,828.60
3B	Dredge Shell Harbour Canal Entrance 2025/2026	2000	CY	$75.00	$150,000.00	$84.90	$169,800.00	$83.00	$166,000.00
Base Bid - Total for all 3 years of Shell Harbor Entrance Channel work used for low bidder award (enter this amount on proposal page 1, P-1)=					**$585,000.00**		**$707,400.00**		**$780,688.60**
Alternate Bid Items - Additional Potential Alternate Dredge Sites (mobilization item from above will be used if dredged separately from Shell Harbor)									
Alt-1	Dredge Shell Harbor and/or Sanibel Estates Canal 2023/2024	2000	CY	$90.00	$180,000.00	$85.60	$171,200.00	$81.00	$162,000.00
Alt-2	Dredge Shell Harbor and/or Sanibel Estates Canal 2024/2025	2000	CY	$90.00	$180,000.00	$85.60	$171,200.00	$86.00	$172,000.00
Alt-3	Dredge Shell Harbor and/or Sanibel Estates Canal 2025/2026	2000	CY	$90.00	$180,000.00	$85.60	$171,200.00	$87.00	$174,000.00
Alt-4	Dredge Sanibel Isles 2023/2024	2000	CY	$100.00	$200,000.00	$84.15	$168,300.00	$84.00	$168,000.00
Alt-5	Dredge Sanibel Isles 2024/2025	2000	CY	$100.00	$200,000.00	$84.15	$168,300.00	$85.00	$170,000.00
Alt-6	Dredge Sanibel Isles 2025/2026	2000	CY	$100.00	$200,000.00	$84.15	$168,300.00	$87.00	$174,000.00
Alt-7	Dredge Sanibel Harbours 2023/2024	2000	CY	$95.00	$190,000.00	$82.04	$164,080.00	$81.00	$162,000.00
Alt-8	Dredge Sanibel Harbours 2024/2025	2000	CY	$95.00	$190,000.00	$82.04	$164,080.00	$83.00	$166,000.00
Alt-9	Dredge Sanibel Harbours 2025/2026	2000	CY	$95.00	$190,000.00	$82.04	$164,080.00	$84.00	$168,000.00
Alt-10	Dredge Material Around Emergency Services Dock 2023/2024	800	CY	$90.00	$72,000.00	$99.22	$79,376.00	$81.00	$64,800.00
Alt-11	Dredge Material Around Emergency Services Dock 2024/2025	800	CY	$90.00	$72,000.00	$99.22	$79,376.00	$84.00	$67,200.00
Alt-12	Dredge Material Around Emergency Services Dock 2025/2026	800	CY	$90.00	$72,000.00	$99.22	$79,376.00	$85.00	$68,000.00

City Fiscal Year runs October 1 to September 30th.
Example: 2023/2024: 10/1/2023-9/30/2024

AGENDA MEMORANDUM *Information Technology Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Bert Smith, IT Director

Date: May 18, 2026

SUBJECT: Approval of Microsoft Cloud Annual Subscription Renewal

BACKGROUND: The City utilizes significant Microsoft Cloud services for email, data storage, user authentication and other security needs. The past agreement was a three year "Software Assurance" service which is also referred to as an Enterprise Agreement ("EA"). The current EA agreement is with Insight and terminates August 2026. There is also another service model provided by Microsoft called the Cloud Service Provider ("CSP").

Pursuant to Sanibel Code section 2-332(k), competitive sealed bids are not required for IT services; however, we did solicit and review several Microsoft partners for the renewal of these services offering both options as shown in the table below.

PRICING:

Microsoft Partner	Service Category	Service Term	Cost
Software House	Enterprise Agreement (EA)	N/A	$113,457
Insight (current provider)	Enterprise Agreement (EA)	3 year	$120,638
Blue Mantis	Cloud Service Provider (CSP)	1 year	$95,586
Trusted Tech	Cloud Service Provider (CSP)	1 year	$ 83,579

We recommend proceeding with Trusted Tech as Insight's replacement, on an annual basis. We are also moving from a static three-year EA agreement to an annual CSP agreement, and this is a sales order rather than a full contract.

This benefits the City because, as our agreement with Insight progressed, we began experiencing delays in price quotes and service change requests. While this was very inconvenient, it did not rise to the level of a breach of contract. If similar issues occur with Trusted Tech, we can easily switch to another Partner at the annual renewal.

Trusted Tech will be able to provide these services at a discount in advance of Microsoft's July price increases if order approval is submitted before June 19, 2026. This will result in savings of approximately $9,000 for the first year.

FUNDING SOURCE: The funding for these services is included in the fiscal year 2026 adopted budget.

RECOMMENDED ACTION: Staff recommends that the City Council authorize the City Manager to execute a sales order with Trusted Tech in the amount of $83,579.

Trusted Tech Team, LLC (TTT)
5171 California Ave
Suite 250
Irvine, CA 92617
United States

Sales Order for: The City of Sanibel
Offer Valid Through: May 30, 2026
Prepared by: Hailey Alfonso
TrustedTech ID: Pending

Sales Order

Customer Information:
The City of Sanibel ("You")

Address:
800 Dunlop Rd.
Sanibel, FL, 33957

Services

Net Terms	Billing Frequency	Commitment Term	Total Contract Value
Net 30	Annually	12 months Auto-Renewed	$83,578.64

Pricing Summary

Product	Quantity	Unit Price	Amount	Effective Start Date
NCE Term: 1 Year				
Microsoft 365 G3 (Governmental Community Cloud Pricing) - Annual/Annual	1	$358.56	$358.56	Jun 30, 2026
Microsoft 365 F3 GCC (Governmental Community Cloud Pricing) - Annual/Annual	1	$84.48	$84.48	Jun 30, 2026
Microsoft 365 G3 (Governmental Community Cloud Pricing) - Annual/Annual	184	$358.56	$65,975.04	Aug 31, 2026
Microsoft Entra ID P2 for government - Annual/Annual	1	$95.04	$95.04	Aug 31, 2026
Microsoft Teams Audio Conferencing with dial-out to USA/CAN (Governmental Community Cloud Pricing) - Annual/Annual	518	$0.00	$0.00	Aug 31, 2026
Planner and Project Plan 3 (Governmental Community Cloud Pricing) - Annual/Annual	1	$316.80	$316.80	Aug 31, 2026
Power Automate per user plan (Governmental Community Cloud Pricing) - Annual/Annual	4	$158.40	$633.60	Aug 31, 2026

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Product	Quantity	Unit Price	Amount	Effective Start Date
Visio Plan 2 (Governmental Community Cloud Pricing) - Annual/Annual	5	$158.40	$792.00	Aug 31, 2026
Office 365 Extra File Storage (Governmental C ommunity Cloud Pricing) - Annual/Annual	5000	$2.11	$10,550.00	Aug 31, 2026
Microsoft 365 F3 GCC (Governmental Community Cloud Pricing) - Annual/Annual	44	$84.48	$3,717.12	Aug 31, 2026
Exchange Online Archiving for Exchange Online (Governmental Community Cloud Pricing) - Annual/Annual	20	$31.68	$633.60	Aug 31, 2026
Exchange Online (Plan 2) (Governmental Community Cloud Pricing) - Annual/Annual	5	$84.48	$422.40	Aug 31, 2026

Breakdown of Recurring Charges:

Total Annual Recurring:
$83,578.64

CERTIFIED SUPPORT DETAILS

Tier	Details
Basic	· Foundational Account Support · Billing and licensing questions · Complimentary technical in-house resolution break-fix cases · Access to L1 engineers · Ability to escalate directly to Microsoft with Premier Support backing for an additional cost per ticket · Ability to escalate Severity A, on-premise, or hybrid cases to Microsoft at an additional cost per hour

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Commitment Term and Billing	
The Terms of Service applicable to this Sales Agreement shall be the terms contained herein as well as all license increases, and any renewals. You are subject to Microsoft's licensing terms. The Commitment Term of this entire agreement, irrespective of SKU, shall be until the latest NCE/Commitment Renewal Date applicable to any license herein. License quantities for annual-term products may be reduced only in accordance with Microsoft's applicable New Commerce Experience (NCE) policies, but not exceeding reductions of 30% at renewal prior to the expiration of the latest NCE/License Commitment Renewal Date herein. No early termination, cancellation, CSP Transfer, or quantity reduction is permitted outside these terms unless explicitly approved in writing by Trusted Tech Team, LLC. Notwithstanding the foregoing, Monthly commit licenses may be cancelled upon the expiration of any given month with prior written notice by customer. Licenses may be added at any time and will be co-termed to the Commitment Term as described above. To help avoid service interruption or renewal conflicts, requests for cancellation or quantity changes must be submitted via email to csp@trustedtechteam.com no later than 90 days prior to renewal. Otherwise, the agreement will auto-renew for the applicable term and quantities under the conditions then in effect. Auto-Renewals will retain defined pricing within this Sales Agreement, however, Trusted Tech Team reserves the right to proportionally modify or terminate this Sales Order in response to changes imposed by third-party licensors or vendors such as Microsoft. Trusted Tech Team is not responsible for service disruptions or terminations caused by the provider or due to unpaid balances.	
By signing below, you accept the contents of this Sales Order.	
Trusted Tech Team, LLC (Authorized Signatory Only)	**Client (Authorized Signatory Only)**
Printed Name:	Printed Name:
Signature:	Signature:
Date:	Date:

Microsoft Customer Agreement

This Microsoft Customer Agreement (the "Agreement") is between Customer and Microsoft and consists of these General Terms, the DPA, the applicable Product Terms and SLAs, and any additional terms Microsoft presents when an order is placed. This Agreement takes effect when the Customer accepts it, applies to any order under this Agreement, and supersedes any end user license agreement that accompanies a Product. The individual who accepts the Agreement represents that they are authorized to enter into this Agreement on behalf of Customer. Capitalized terms have the meanings given under "Definitions."

General Terms

License to use Microsoft Products

a. **Licenses for Products.** Products are licensed and not sold. Upon Microsoft's acceptance of each order and subject to Customer's compliance with this Agreement, Microsoft grants Customer a nonexclusive and limited license to use the Products ordered as provided in this Agreement. These licenses are solely for Customer's own use and business purposes and are nontransferable except as expressly permitted under this Agreement or applicable law.

b. **Duration of licenses.** Online Services and some Software are licensed on a subscription basis for a specified period of time. Subscriptions expire at the end of the applicable subscription period unless renewed. Some Subscriptions renew automatically until canceled. The Subscription term for Online Services that are billed in arrears based on usage is the same as the billing period unless otherwise specified in the Product Terms. Perpetual Software licenses become perpetual upon payment in full.

c. **End Users.** Customer will control access to, and use of, the Products by End Users and is responsible for any use of the Products that does not comply with this Agreement.

d. **Affiliates.** Customer may order Products for use by its Affiliates. If it does, the licenses granted to Customer under this Agreement will apply to such Affiliates, but Customer will have the sole right to enforce this Agreement against Microsoft. Customer will remain responsible for all obligations under this Agreement and for its Affiliates' compliance with this Agreement.

e. **Reservation of Rights.** Microsoft reserves all rights not expressly granted in this Agreement. Products and Services Deliverables are protected by copyright and other intellectual property laws and international treaties. No rights will be granted or implied by waiver or estoppel. Rights to access or use a Product on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

f. **Restrictions.** Except as expressly permitted in this Agreement or Product documentation, Customer must not (and is not licensed to):

- **(i)** reverse engineer, decompile, or disassemble any Product or Services Deliverable, or attempt to do so (except where applicable law permits despite this limitation);
- **(ii)** install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms;
- **(iii)** work around any technical limitations in a Product or Services Deliverable or restrictions in Product documentation;
- **(iv)** separate and run parts of a Product or Services Deliverable on more than one device;
- **(v)** upgrade or downgrade parts of a Product at different times;
- **(vi)** transfer parts of a Product separately; or

(vii) distribute, sublicense, rent, lease, or lend any Products or Services Deliverables, in whole or in part, or use them to offer hosting services to a third party.

g. License transfers. Customer may only transfer fully-paid, perpetual licenses to (1) an Affiliate or (2) a third party solely in connection with the transfer of hardware to which, or employees to whom, the licenses have been assigned as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer must uninstall and discontinue using the licensed Product and render any copies unusable. Customer must provide the transferee a copy of these General Terms, the applicable Product Terms and any other documents necessary to show the scope, purpose and limitations of the licenses transferred. Attempted license transfers that do not comply with this section are void.

h. Customer Eligibility. Customer agrees that if it is purchasing academic, government or nonprofit Products, Customer meets the respective eligibility requirements (https://aka.ms/eligiblitydefinition). Microsoft reserves the right to verify eligibility and suspend Product use if requirements are not met.

Professional Services

a. Performance of Professional Services. Upon Microsoft's acceptance of each Statement of Services and subject to Customer's compliance with this Agreement, Microsoft will perform the Professional Services ordered as provided in this Agreement and the applicable Statement of Services.

b. Fixes. Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.

c. Pre-existing Work. All rights in any computer code or other written materials a party develops or obtains independent of this Agreement ("Pre-existing Work") will remain the sole property of the party providing it. Each party may use, reproduce, and modify the other party's Pre-existing Work only as needed to perform obligations related to Professional Services.

d. Services Deliverables. Subject to Customer's compliance with this Agreement, Microsoft grants Customer a non-exclusive, limited license to use and modify the Services Deliverables as provided in this Agreement, including, without limitation, the reservation of rights, restrictions, and license transfer provisions under the section entitled License to use Microsoft Products. These licenses are solely for Customer's own use and business purposes in connection with its use of Products and are nontransferable except as expressly permitted under this Agreement or applicable law.

e. Affiliates' rights to Services Deliverables. Customer may sublicense its rights in Services Deliverables to its Affiliates, but Customer's Affiliates may not sublicense these rights. Customer is liable for ensuring its Affiliates' compliance with this Agreement.

Non-Microsoft Products

Non-Microsoft Products are provided under separate terms by the Publishers of such products. Customer will have an opportunity to review those terms prior to placing an order for a Non-Microsoft Product through a Microsoft online store or Online Service. Microsoft is not a party to the terms between Customer and the Publisher. Microsoft may provide Customer's contact information and transaction details to the Publisher. Microsoft makes no warranties and assumes no responsibility or liability whatsoever for Non-Microsoft Products. Customer is solely responsible and liable for its use of any Non-Microsoft Product.

Verifying compliance

a. Verification process. Customer must keep records relating to Products it and its Affiliates use or distribute. At Microsoft's expense, Microsoft may verify Customer's and its Affiliates' compliance with this Agreement at any time upon 30 days' notice. Microsoft may engage an independent auditor under nondisclosure obligations to perform the verification. Customer must promptly provide any information and documents that Microsoft or the auditor reasonably requests related to the verification and visual

access to systems running the Products. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

b. Remedies for non-compliance. If verification reveals any unlicensed use, Customer must, within 30 days, order sufficient licenses to cover the period of its unlicensed use. Without limiting Microsoft's other remedies, if unlicensed use is 5% or more of Customer's total use of all Products, Customer must reimburse Microsoft for its costs incurred in verification and acquire sufficient licenses to cover its unlicensed use at 125% of the then-current Customer price or the maximum allowed under applicable law, if less.

Data Protection and Processing

Microsoft and its Affiliates, and their respective agents and subcontractors, will process Customer Data, Personal Data, and Professional Services Data as provided in this Agreement and the DPA, which is incorporated by reference. Before providing Personal Data to Microsoft, Customer will obtain all required consents from third parties (including Customer's contacts, Partners, distributors, administrators, and employees) under applicable privacy and data protection laws.

Confidentiality

a. Confidential Information. "Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including, but not limited to, Customer Data, Professional Services Data, the terms of this Agreement, and Customer's account authentication credentials. Confidential Information does not include information that (1) becomes publicly available without a breach of a confidentiality obligation; (2) the receiving party received lawfully from another source without a confidentiality obligation; (3) is independently developed; or (4) is a comment or suggestion volunteered about the other party's business, products, or services.

b. Protection of Confidential Information. Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose Confidential Information to third parties, except to its Representatives, and then only on a need-to-know basis under nondisclosure obligations at least as protective as this Agreement. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. The Product Terms and DPA provide additional terms regarding the disclosure and use of Customer Data.

c. Disclosure required by law. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

d. Residual information. Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

e. Duration of Confidentiality obligation. These obligations apply: (1) for Customer Data, until it is deleted from the Online Services; and (2) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

Warranties

a. Limited warranties and remedies. To the extent permitted by applicable law, the remedies below are Customer's sole remedies for breach of the warranties provided in this section, and Customer waives any warranty claims not made during the applicable warranty period.

(i) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are described in the SLA.

(ii) **Software.** Microsoft warrants that the Software version that is current at the time Customer acquires it will perform substantially as described in the applicable Product documentation for one year from the date Customer acquires a license for that version. If it does not, and Customer notifies Microsoft within the warranty term, Microsoft will, at its option, (1) return the amount Customer paid for the Software license or a prorated portion of the applicable subscription fee or (2) repair or replace the Software.

(iii) **Professional Services**. Microsoft warrants that it will perform Professional Services with the applicable professional standard of care and skill in the industry. If Microsoft fails to do so, and Customer notifies Microsoft within 90 days from the completion of the work giving rise to the warranty claim, then Microsoft will, at its discretion, either re-perform the Professional Services or return the amount Customer paid for them.

b. **Exclusions.** The warranties in this Agreement do not apply to problems caused by accident, abuse, or use inconsistent with this Agreement or applicable documentation, including failure to meet minimum system requirements. These warranties do not apply to free, trial, preview, or prerelease products, or to components of Products that Customer is permitted to redistribute.

c. **Disclaimer.** Except for the limited warranties above or as required by applicable law, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties and conditions, including warranties and conditions of quality, title, non-infringement, merchantability, and fitness for a particular purpose. Professional Services that are provided without charge are provided "AS IS," WITHOUT ANY WARRANTY OR CONDITION.

Defense of third-party claims

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

a. **By Microsoft.** Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Services Deliverable made available by Microsoft for a fee and used within the scope of the license granted under this Agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party. If Microsoft is unable to resolve a claim of misappropriation or infringement, it may, at its option, either (1) modify or replace the Product or Services Deliverable with a functional equivalent or (2) terminate Customer's license and refund any license fees (less depreciation for perpetual licenses), including amounts paid in advance for unused consumption for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Services Deliverable after being notified to stop due to a third-party claim.

b. **By Customer.** To the extent permitted by applicable law, Customer will defend Microsoft and its Affiliates against any third-party claim to the extent it alleges that: (1) any Customer Data or Non-Microsoft Product hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Services Deliverable, alone or in combination with anything else, violates the law or harms a third party.

Microsoft

Limitation of liability

Subject to the Exclusions, Exceptions and Applicability provisions in subsections e, f, and g, each party's liability to the other party for each Product or Professional Service provided under this Agreement is limited to direct damages finally awarded, not to exceed an amount determined as follows:

a. **Perpetual Licenses.** For each Product licensed on a perpetual basis, each party's maximum, aggregate liability is the amount Customer paid for the applicable licenses.

b. **Subscriptions.** For each Product licensed on a subscription basis, each party's maximum, aggregate liability is the total amount of subscription fees Customer paid to use the Product during the 12 months preceding the most recent incident giving rise to the claim(s).

c. **Professional Services.** For Professional Services, each party's maximum, aggregate liability is the amount Customer paid for the applicable Professional Services.

d. **Free offers and distributable code.** For Products or Professional Services provided free of charge, and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US$5,000.

e. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages; loss of revenue, profits, or anticipated savings (whether direct or indirect); or loss of use, loss of business information, or interruption of business, however caused or on any theory of liability.

f. **Exceptions.** No limitation or exclusions under this Agreement will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data and Professional Service Data, which will remain subject to the limitations and exclusions above); (2) obligations under the section entitled Defense of Third-Party Claims; or (3) violation of the other party's intellectual property rights.

g. **Applicability.** To the extent permitted by applicable law, the limitations, exclusions, and exceptions set forth in this Limitation of Liability section apply to all claims and damages under or relating to this Agreement or the Products or Professional Services provided under this Agreement, including, without limitation, breach of contract, breach of warranty, strict liability, and negligence and other torts, even if the parties knew or should have known about the possibility of the damages.

Partners

a. **Selecting a Partner.** Customer may authorize a Partner to place orders on Customer's behalf and manage Customer's purchases by associating the Partner with its account. If the Partner's distribution right is terminated, Customer must select an authorized replacement Partner or purchase directly from Microsoft. Partners and other third parties are not agents of Microsoft and are not authorized to enter into any agreement with Customer on behalf of Microsoft.

b. **Partner Administrator privileges and access to Customer Data.** If Customer purchases Online Services from a Partner, Customer may choose to provide that Partner with administrator privileges. Customer consents to Microsoft and its Affiliates providing that Partner with Customer Data and Administrator Data for purposes of provisioning, administering, and supporting (as applicable) the Online Services. Partner may process such data according to the terms of Partner's agreement with Customer, and its privacy commitments may differ from Microsoft's. Customer appoints Partner as its agent for purposes of providing and receiving notices and other communications to and from Microsoft. Customer may terminate the Partner's administrative privileges at any time.

c. **Product Support.** Partners may provide support for Products and other value-added services, and Partner is responsible for the performance of any services it provides. If Customer purchases Microsoft Support Services through a Partner, Microsoft will be responsible for the performance of those services subject to the terms of this Agreement.

Microsoft

Pricing and payment

If Customer orders from a Partner, the Partner will set Customer's pricing and payment terms for that order, and Customer will pay the amount due to the Partner. Pricing and payment terms related to orders placed by Customer directly with Microsoft are set by Microsoft, and Customer will pay the amount due as described in this section.

a. **Payment method.** Customer must provide a payment method or, if eligible, choose to be invoiced for purchases made on its account. By providing Microsoft with a payment method, Customer (1) consents to Microsoft's use of account information regarding the selected payment method provided by the issuing bank or applicable payment network; (2) represents that it is authorized to use that payment method and that any payment information it provides is true and accurate; (3) represents that the payment method was established and is used primarily for commercial purposes and not for personal, family or household use; and (4) authorizes Microsoft to charge Customer using that payment method for orders under this Agreement.

b. **Invoices.** Microsoft may invoice eligible Customers. Customer's ability to elect payment by invoice is subject to Microsoft's approval of Customer's financial condition. Customer authorizes Microsoft to obtain information about Customer's financial condition, which may include credit reports, to assess Customer's eligibility for invoicing. Unless the Customer's financial statements are publicly available, Customer may be required to provide its balance sheet, profit and loss and cash flow statements to Microsoft. Customer may be required to provide security in a form acceptable to Microsoft to be eligible for invoicing. Microsoft may withdraw Customer's eligibility at any time and for any reason. Customer must promptly notify Microsoft of any changes in its company name or location and of any significant changes in the ownership, structure, or operational activities of the organization.

c. **Invoice Payment terms.** Each invoice will identify the amounts payable by Customer to Microsoft for the period corresponding to the invoice. Customer will pay all amounts due within thirty (30) calendar days following the invoice date.

d. **Late Payment.** Microsoft may, at its option, assess a late fee on any payments to Microsoft that are more than fifteen (15) calendar days past due at a rate of up to two percent (2%) of the total amount payable, calculated and payable monthly, or the highest amount allowed by law, if less.

e. **Cancelation fee.** If a Subscription or Statement of Services permits early termination and Customer cancels the Subscription or Statement of Service before the end of the Subscription or billing period, Customer may be charged a cancelation fee. More details about cancelation can be found in the Product Terms.

f. **Recurring Payments.** For subscriptions that renew automatically, Customer authorizes Microsoft to charge Customer's payment method periodically for each subscription or billing period until the subscription is terminated. By authorizing recurring payments, Customer authorizes Microsoft to store Customer's payment details and process such payments as either electronic debits or fund transfers, or as electronic drafts from the designated bank account (in the case of automated clearing house or similar debits), as charges to the designated card account (in the case of credit card or similar payments) (collectively, "Electronic Payments"). If any payment is returned unpaid or if any credit card or similar transaction is rejected or denied, Microsoft or its service providers reserve the right to collect any applicable return item, rejection or insufficient funds fee to the maximum extent permitted by applicable law and to process any such fees as an Electronic Payment or to invoice Customer for the amount due.

g. **Taxes.** Microsoft prices exclude applicable taxes unless identified as tax inclusive. If any amounts are to be paid to Microsoft, Customer will also pay any applicable value added, goods and services, sales, gross receipts, or other transaction taxes, fees, charges, or surcharges, or any regulatory cost recovery surcharges or similar amounts that are owed under this Agreement and that Microsoft is permitted to collect from Customer. Customer will be responsible for any applicable stamp taxes and for all other

taxes that it is legally obligated to pay including any taxes that arise on the distribution or provision of Products or Professional Services by Customer to its Affiliates. Microsoft will be responsible for all taxes based upon its net income, gross receipts taxes imposed in lieu of taxes on income or profits, and taxes on its property ownership.

If any taxes are required to be withheld on payments invoiced by Microsoft, Customer may deduct such taxes from the amount owed and pay them to the appropriate taxing authority, but only if Customer promptly provides Microsoft an official receipt for those withholdings and other documents reasonably requested to allow Microsoft to claim a foreign tax credit or refund. Customer will ensure that any taxes withheld are minimized to the extent possible under applicable law.

Term and termination

a. **Term.** This Agreement is effective until terminated by a party, as described below.

b. **Termination without cause.** Either party may terminate this Agreement without cause on 60 days' notice. Termination without cause will not affect Customer's perpetual licenses. Licenses granted on a subscription basis and access to Online Services and Microsoft Support Services will continue for the remainder of the then-current subscription period(s) or support term, subject to the terms of this Agreement.

c. **Termination for cause.** Without limiting other remedies it may have, either party may terminate this Agreement on 30 days' notice for material breach if the other party fails to cure the breach within the 30-day notice period. Upon such termination, the following will apply:

(i) All licenses granted under this Agreement will terminate immediately except for fully paid, perpetual licenses.

(ii) All amounts due under any unpaid invoices shall become due and payable immediately. For Subscriptions billed in arrears based on usage, Customer must pay for all unpaid usage as of the termination date immediately upon receipt of an invoice.

(iii) If Microsoft is in breach, Customer will receive a credit for any Subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

(iv) Customer must pay for all Professional Services provided as of the termination date immediately upon receipt of an invoice.

d. **Suspension.** During any period of material breach by Customer, Microsoft may suspend a Subscription or Statement of Services without terminating this Agreement. Microsoft will give Customer 30 days' notice before such suspension unless Microsoft's charge against Customer's payment method is declined or Microsoft reasonably believes immediate suspension is required to prevent unauthorized access to Customer Data or to ensure the ongoing confidentiality, integrity, availability, or resilience of Microsoft's systems and services.

e. **Termination to comply with laws.** Microsoft may modify or discontinue offering a Product or Professional Service and/or terminate a Subscription or Statement of Services for that Product or Professional Service in any country or jurisdiction where there is any current or future government requirement or obligation that (1) subjects Microsoft to any regulation or requirement that is not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue offering the Product or Professional Service without modification; or (3) causes Microsoft to believe this Agreement or the Product or Professional Services offering may conflict with any such requirement or obligation. If Microsoft terminates a Subscription or Statement of Services under this provision, Customer will receive, as its sole remedy, a refund for any amount paid in advance for any period after termination. Customer will pay for all services provided or used before termination.

Microsoft

Modifications to this Agreement

Microsoft may update this Agreement from time to time. No changes will apply to perpetual Software licenses previously acquired. Changes will apply to new orders and to existing Subscriptions and Statements of Services as follows:

a. **DPA and SLA.** Changes to the DPA and SLA will apply as provided in those documents.

b. **Product Terms.** Material Adverse Changes will not apply during the then-current Subscription term but will take effect upon renewal. All other changes will apply when they are published on the Product Terms site. In addition, for Software Subscriptions, if Customer chooses to update the Software to a new version before the end of the Subscription term, the terms in effect at the time of the update will apply to the use of that Software.

c. **Other terms.** Customer may be required to accept revised or additional terms when placing a new order. For existing Subscriptions and Statements of Services, Customer will be notified at least 60 days before changes take effect to these General Terms or any other terms that are part of the Agreement except the DPA, SLA, and Product Terms, which have separate terms for updates. Such changes will take effect upon renewal unless Customer accepts them earlier in the manner specified in the notice and will not supersede or modify any amendments to this Agreement. Customer agrees that its continued use of the Products or Professional Services after renewal will constitute its acceptance of all changes. If Customer does not agree to the changes, it must stop using the Products and Professional Services by the end of the Subscription or support term and turn off recurring billing for any Subscriptions that are set to renew automatically.

d. **Changes proposed by Customer.** Customer may not modify this Agreement. Any additional or conflicting terms contained in a purchase order or otherwise presented by Customer are expressly rejected and will not apply.

Miscellaneous

a. **Independent contractors.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's Confidential Information.

b. **Agreement not exclusive.** Customer is free to enter into agreements to license, use, and promote the products and services of others.

c. **Assignment.** Either party may assign this Agreement to an Affiliate, but it must notify the other party in writing of the assignment. Customer consents to the assignment to an Affiliate or third party, without prior notice, of any rights Microsoft may have under this Agreement to receive payment and enforce Customer's payment obligations, and all assignees may further assign such rights without further consent. Any other proposed assignment of this Agreement must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned Agreement. Any attempted assignment without required approval will be void.

d. **Severability.** If any part of this Agreement is held to be unenforceable, the rest of the Agreement will remain in full force and effect.

e. **Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

f. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights except as expressly provided by its terms.

g. **Survival.** All provisions survive termination of this Agreement except those requiring performance only during the term of the Agreement.

h. Notices. All notices must be in writing. Except for notices relating to arbitration (as provided in certain supplemental terms for individual users), notices to Microsoft must be sent to the following address and will be deemed received on the date received at that address:

Microsoft Corporation
Dept. 551, Volume Licensing
6880 Sierra Center Parkway
Reno, Nevada 89511-1137
USA

Microsoft may provide Customer with information and notices electronically, including via email, through the portal for an Online Service, or through a web site that Microsoft identifies. Notice is given as of the date it is made available by Microsoft.

i. Applicable law. This Agreement will be governed by and construed in accordance with the laws of the State of Washington and federal laws of the United States. The 1980 United Nations Convention on Contracts for the International Sale of Goods and its related instruments will not apply to this Agreement.

j. Dispute resolution. When bringing any action arising under this Agreement, the parties agree to the following exclusive venues:

(i) If Microsoft brings the action, the venue will be where Customer has its headquarters.

(ii) If Customer brings the action against Microsoft or any Microsoft Affiliate located outside of Europe, the venue will be the state or federal courts in King County, State of Washington, USA.

(iii) If Customer brings the action against Microsoft or any Microsoft Affiliate located in Europe, and not also against Microsoft or a Microsoft Affiliate located outside of Europe, the venue will be Ireland.

(iv) The parties consent to personal jurisdiction in the agreed venues. This choice of venue does not prevent either party from seeking injunctive relief in any jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

k. Order of precedence. If there is a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order, from highest to lowest priority: (1) DPA; (2) these General Terms; (3) Product Terms; (4) SLA; and (5) any additional terms presented when an order is placed. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

l. Microsoft Affiliates and subcontractors. Microsoft may perform its obligations under this Agreement through its Affiliates and use subcontractors to provide certain services. Microsoft remains responsible for their performance.

m. Government procurement rules. If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that (1) it has complied and will comply with all applicable government procurement laws and regulations; (2) it is authorized to enter into this Agreement; and (3) this Agreement satisfies all applicable procurement requirements.

n. Compliance with Trade Laws. Products and Services Deliverables may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products and Services Deliverables, including, without limitation, trade laws such as the U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Microsoft to violate U.S. or other applicable Trade Laws. Microsoft may suspend or terminate this Agreement to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

Microsoft

Definitions

"Administrator Data" means the information provided to Microsoft or its Affiliates during sign-up, purchase, or administration of Products.

"Affiliate" means any legal entity that controls, is controlled by, or is under common control with a party.

"Control" means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.

"Confidential Information" is defined in the "Confidentiality" section.

"Customer" means the entity identified as such on the account associated with this Agreement.

"Customer Data" means all data, including all text, sound, video or image files, and software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates through use of Online Services. Customer Data does not include Professional Services Data.

"DPA" means the Microsoft Products and Services Data Protection Addendum, as updated from time to time, published at https://aka.ms/DPA or a successor site and any additional data protection terms that Microsoft presents with this Agreement.

"End User" means any person Customer permits to use a Product or access Customer Data.

"Fix" or "Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"Licensing Site" means http://www.microsoft.com/licensing/docs or a successor site.

"Material Adverse Change" means any change to the Use Rights for a Product that could reasonably affect Customer's decision to purchase the Product and that would require Customer to purchase additional licenses, increase the cost to Customer of using the Product, remove an existing right, or place additional restrictions on the use of the Product.

"Microsoft" means Microsoft Corporation.

"Microsoft Support Services" means Product support services that Microsoft offers under this Agreement as described in the Product Terms.

"Non-Microsoft Product" means any third party-branded software, data, service, website, or product, unless incorporated by Microsoft in a Product.

"Online Services" means Microsoft-hosted services to which Customer subscribes under this Agreement. It does not include software and services provided under separate license terms.

"Partner" means a company Microsoft has authorized to distribute Products to Customer.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Pre-Existing Work" means any computer code or other written materials developed or otherwise obtained independent of this Agreement.

"Product" means all Software and Online Services that Microsoft offers under this Agreement as identified in the Product Terms, including previews, prerelease versions, updates, patches, and Fixes from Microsoft. Product availability may vary by region. "Product" does not include Non-Microsoft Products.

"Product Terms" means the Use Rights and other terms, as updated from time to time, which are published at https://www.microsoft.com/licensing/terms or a successor site.

"Professional Services" means Microsoft Support Services and consulting services provided by Microsoft to Customer under this Agreement. "Professional Services" do not include Online Services.

"Professional Services Data" means all data, including all text, sound, video, image files, or software, that are provided to Microsoft or its Affiliates by, or on behalf of, Customer and its Affiliates (or that Customer or an Affiliate authorizes Microsoft to obtain from an Online Service) or otherwise obtained or processed by or on behalf of Microsoft or its Affiliates through an engagement with Microsoft to obtain Professional Services.

"Publisher" means a provider of a Non-Microsoft Product.

"Representatives" means a party's employees, Affiliates, contractors, advisors, and consultants.

"SLA" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"Services Deliverables" means any computer code or materials (including without limitation proofs of concept, documentation and design recommendations, sample code, software libraries, algorithms, and machine learning models), other than Products or Fixes, that Microsoft leaves with Customer at the conclusion of Microsoft's performance of Professional Services.

"Software" means licensed copies of Microsoft software identified in the Product Terms. Software does not include Online Services, but Software may be part of an Online Service.

"Statement of Services" means any order under this Agreement that includes or describes Professional Services.

"Subscription" means a license for Customer to use or access a Product during a defined period of time.

"use" means to copy, download, install, run, access, display, or otherwise interact with.

"Use Rights" means the following sections of the Product Terms, as applicable to each Product offering: Use Rights, License Model terms, General Service Terms, Service Specific Terms, Add-ons, Universal License Terms, and Other Legal Terms.

AGENDA MEMORANDUM *Finance Department*

City Council Meeting Date: June 2, 2026

To: City Council

From: Steve C. Chaipel, Deputy City Manager/CFO

Date: May 25, 2026

SUBJECT: CDBG-DR Grant #DR10257 Amendment #1

BACKGROUND: On January 14, 2025, the Sanibel City Council approved a pass through grant to fund the reconstruction of the Sanibel Fire & Rescue District's Station 171. The funds were passed from the U.S. Department of Housing & Urban Development (HUD)'s Public Facilities Infrastructure Program to Lee County Board of County Commissioners. The County Commissioners awarded $9,142,388.24 to the project.

Due to inflationary cost pressures and other circumstances, the Fire District requested additional funds for the project. The Lee County Commissioners have subsequently awarded an additional $1,641,544.95 for the project, increasing the overall project budget to $10,783,933.19.

RECOMMENDED ACTION: Approve the additional grant award and increased project budget and authorize the City Manager to execute the amendment with Lee County. Additionally authorize Staff to amend the existing subrecipient agreement (SRA) between the City and the Fire District and authorize the City Manager to execute the amendment.

CDBG-DR SUBRECIPIENT AGREEMENT AMENDMENT

The following information is provided pursuant to 2 CFR 200.332(a)(1)

Federal Award Identification Number (FAIN)/ HUD CDBG-DR Grant No.:	B-23-UN-12-0002
Assistance Listing Number (formerly CFDA #):	14.218 Community Development Block Grants/Entitlement Grants
Federal Register Notice & Public Law:	FR-6393-N-01: PL-117-328
Federal Award (HUD Grant Agreement) Date:	11/20/2023
Agreement No.:	DR10257
Activity Description:	Sanibel Fire Station 171 Reconstruction
Amendment No.:	Amendment No. 01
Responsible Entity (RE):	Lee County, FL
Lead and Responsible Department:	Office of Strategic Resources and Government Affairs
CDBG-DR Funding Source/Program:	US Department of Housing and Urban Development
Subrecipient Name:	City of Sanibel

Summary of Contract Amendments Being Made:

Amendment No. 01 to Contract DR10257, CDBG-DR Subrecipient Agreement between the City of Sanibel and Lee County, FL, amends the Cover Page, Section V: Compensation and Allowable Payments, and Exhibit C, Financial and Grant Management System Budget Worksheet to reflect the board approved increase of $1,641,544.95 and reducing the activity delivery costs by $170,888.24 to account for Section 3 and Davis-Bacon and Related Acts compliance costs, increasing the overall project budget from $9,142,388.24 to $10,783,933.19.

In addition, this amendment allocates the remaining $95,500.00 of Activity Delivery Funds for Section 3 and Davis-Bacon and Related Acts compliance costs. Lee County and its consultants will provide staff augmentation and technical assistance to the Subrecipient for these tasks.

Official County Contact for Award: CDBG-DR Program Manager, Strategic Resources and Government Affairs; 2115 Second St., Fort Myers, FL 33901; Phone: (239) 533-2315; Email: DRnotices@leegov.com

AMENDMENT TO SUBRECIPIENT CONTRACT FOR COMMUNITY DEVELOPMENT BLOCK GRANT–DISASTER RECOVERY (CDBG-DR) FUNDING

Contract Number: DR10257

Activity Description: Sanibel Fire Station 171 Reconstruction

Amendment Number: Amendment No. 01

Effective Date: 04/16/2026

Parties:

- **HUD Grantee:** Lee County, FL
- **Subrecipient:** City of Sanibel

WHEREAS, Lee County, a political subdivision and charter county of the State of Florida, hereinafter referred to as "COUNTY," and the City of Sanibel, hereinafter referred to as "SUBRECIPIENT," entered into a Subrecipient Agreement for Community Development Block Grant-Disaster Recovery (CDBG-DR) funding on January 01, 2025; and

WHEREAS, the COUNTY has received funding from the U.S. Department of Housing and Urban Development (HUD) under the CDBG-DR program; and

WHEREAS, the COUNTY awarded the SUBRECIPIENT $1,641,544.95 in additional funding for this project, increasing the total CDBG-DR funds received from $9,142,388.24 to $10,783,933.19.

WHEREAS, the Subrecipient is responsible for compliance with all applicable federal and state rules and regulations relating to the funding and the work; and

WHEREAS, the Subrecipient requested technical assistance with the compliance activities for Section 3 and Davis-Bacon and Related Acts and the County is able to provide such assistance; and

WHEREAS, the COUNTY and SUBRECIPIENT now wish to amend the Subrecipient Agreement to reflect these changes to Section V: COMPENSATION AND ALLOWABLE PAYMENTS and Exhibit C: FINANCIAL AND GRANT MANAGEMENT SYSTEM BUDGET WORKSHEET.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, the parties agree to amend the Subrecipient Agreement as follows:

1. **Funding Change:** The funding amount stated in the Subrecipient Agreement is increased from $9,142,388.24 to $10,783,933.19. Activity Delivery funds are reduced by $170,888.24 to $95,500.00 The budget chart on page five (5) of the agreement will be changed as follows:

Original Agreement	Most Impacted and Distressed (MID
Activity Funds (Direct Project Costs)	$8,876,000.00
Activity Delivery Funds	$266,388.24
Total	$9,142,388.24

Amendment No. 1	Most Impacted and Distressed (MID
Activity Funds (Direct Project Costs)	$10,688.433.19
Activity Delivery Funds	$95,500.00
Total	$10,783,933.19

2. Effective upon full execution of the Amendment, Exhibit C Financial and Grant Management System Budget Worksheet of the Agreement shall be superseded by all previous versions to the exhibit attached hereto.

All other terms and conditions of the original Subrecipient Agreement remain in full force and effect.

[The remainder of this page intentionally left blank]

EXHIBIT C
FINANCIAL AND GRANT MANAGEMENT SYSTEM BUDGET WORKSHEET

The information provided under this Exhibit is retrieved from the Subrecipient Agreement. In coordination and agreement with the Subrecipient, the County will utilize the information below to set up and encumber budget obligations within the County's financial accounting system for the awarded CDBG-DR funds. Subrecipients will work with the County to ensure any edits and amendments to this Exhibit are subsequently reviewed and approved within the System of Record, financial accounting records, and/or under a formal amendment in accordance with the Agreement.

Financial and Grant Management System Budget Worksheet

As noted within the Agreement, the Subrecipient's allocation of CDBG-DR funding for this project is broken down in the following manner:

	Most Impacted and Distressed (MID
Activity Funds (Direct Project Costs)	$10,688.433.19
Activity Delivery Funds	$95,500.00
Total	$10,783,933.19

DBRA & SECTION 3 COMPLIANCE TECHNICAL ASSISTANCE

Compliance with Section 3 and Davis-Bacon and Related Acts is the responsibility of the Subrecipient under the terms of this agreement. The Subrecipient requested staff augmentation and technical assistance through Lee County and its consultants for these purposes.

Scope of Technical Assistance
Lee County will provide this support to the Subrecipient to include:

- On-site interviews
- Weekly payroll reviews per firm
- Reconciliation reviews
- Technical assistance to contractors
- Restitution work, if needed

Method of Payment
Costs associated with Section 3 and Davis-Bacon and Related Acts will be reimbursed from funds available in the Activity Delivery Funds line of the budget as shown above. The budget allocated for this purpose was calculated based on the estimated effort for this specific project.

The County will pay its staff augmentation consultant directly for work performed on behalf of the Subrecipient. The County will use the budget allocated under Activity Delivery Funds for this purpose. Such rates will be billed at the County's direct cost with no additional markup.

IN WITNESS THEREOF, Subrecipient and County have caused this Amendment to be executed by their undersigned officials as duly authorized. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

City of Sanibel

BY: _____
Dana A. Souza, City Manager

Date: _____

LEE COUNTY, FL

BY: _____
Glen V. Salyer, Assistant County Manager

Date: _____

AGENDA MEMORANDUM ***City Manager***

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Dana A. Souza, City Manager
Oisin Dolley, City Engineer

Date: March 21, 2026

SUBJECT: Approval of a Joint Resolution with the Lee County Board of County Commissioners (BOCC) for the City of Sanibel to continue to participate in the Community Development Block Grant (CDBG), Home Investment Partnership (HOME), and Emergency Solutions Grant (ESG) Programs for federal Fiscal Years 2026, 2027 and 2028.

BACKGROUND: The City of Sanibel currently participates in the Lee County Urban County Program for the Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs administered by the U.S. Department of Housing and Urban Development (HUD).

Lee County has provided a Joint Resolution for participation in the Urban County Program for Federal Fiscal Years 2026, 2027, and 2028. Lee County also advised that the existing Urban County Cooperation Agreement would automatically renew unless the City notified Lee County Human and Veteran Services and HUD in writing of its intent to withdraw from the program.

Participation in the Urban County Program allows the City to remain eligible to receive annual allocations through Lee County's entitlement program for eligible housing and community development activities. Historically, the City's CDBG funding allocations have been used for projects identified by Community Housing Resources (CHR), primarily for improvements to below market rate housing properties within the community.

Under the agreement, Lee County will continue to administer the program in accordance with HUD requirements, while the City may propose eligible projects consistent with the Lee County Consolidated Plan and applicable federal regulations. Copies of the 2019 and 2022 signed agreements are included in the agenda packet for this item.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: Approve the Joint Resolution authorizing the City's participation in the Lee County Urban County Program for Federal Fiscal Years 2026, 2027, and 2028, and authorize the Mayor to execute the agreement.

LEE COUNTY RESOLUTION NO. _____

A JOINT RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF SANIBEL PERTAINING TO THE MUNICIPALITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS, FEDERAL FISCAL YEARS 2026, 2027, and 2028; PROVIDING FOR CERTAIN COMMITMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby counties may enter into cooperation agreements with certain units of government to carry out activities which will be funded from annual CDBG entitlement grant; and

WHEREAS, the cooperation of the City of Sanibel and County is essential for the successful planning and implementation of the CDBG, HOME and ESG Programs under an "Urban County" designation by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, this Resolution covers the period necessary to carry out activities which will be funded from appropriations for the federal fiscal years 2026, 2027, and 2028 for which Lee County is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the City of Sanibel; and

WHEREAS, the City of Sanibel, Florida and the Lee County Board of County Commissioners agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the City of Sanibel agrees to use its powers in the carrying out of the essential activities in accordance with the Urban County's Program; and

WHEREAS, the Lee County Board of County Commissioners and the City of Sanibel agree to take all necessary actions to comply with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; and

WHEREAS, The City of Sanibel has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction; and

WHEREAS, pursuant to 24 CFR 570.501(b), the City of Sanibel is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503; and

WHEREAS, the City of Sanibel has opted to be included in the Urban County Program for three years and agrees to abide by the Urban County Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of City of Sanibel Lee County, Florida and the Lee County Board of County Commissioners agree to participate in the CDBG, HOME and ESG Programs for Federal Fiscal Years 2026, 2027, and 2028.

a. The County agrees to allocate to the City of Sanibel the annual entitlement allocation for the City as determined by the Secretary of HUD for fiscal years 2026, 2027, and 2028.

b. The County shall authorize the City of Sanibel to use the aforementioned CDBG funds to implement its CDBG program activities provided such activities are in accordance with the Lee County Consolidated Plan and HUD regulations. In conformance with the Lee County Consolidated Plan, the City of Sanibel will propose projects for inclusion in each year's Annual Plan which conform to 24 CFR 570 Subpart C and specifically, which conform to the following eligible activity types: Acquisition of Real Property (24 CFR 570.201(a)); Public Facilities and Improvements (24 CFR 570.201(c)); Clearance and Demolition (24 CFR 570.201(d)); Public Services (24 CFR 570.201(e) (The amount of CDBG funds used for Public Service activities cannot exceed 15% of the municipality's annual entitlement unless agreed to by the County); Construction of Housing (under limited circumstances as defined in regulations) (24 CFR 570.201(m)); Direct Homeownership Assistance (24 CFR 570.201(n)); Rehabilitation - Single Unit Residential (24 CFR 570.202); Rehabilitation - Multi Unit Residential (24 CFR 570.202); Acquisition - for Rehabilitation (24 CFR 570.202); Rehabilitation Administration (24 CFR 570.202); and Code Enforcement (24 CFR 570.202(c)). Projects identified for other eligible activity types must be agreed to by the County. Allocations of $20,000 or less must be allocated entirely to one activity, unless agreed to by the County.

c. The County has final responsibility for selecting CDBG, HOME and ESG program activities and annually filing the Final Statements with HUD. The County agrees to provide staff and technical assistance to the City of Sanibel for reasonable activities in the planning, implementation, administration, and reporting of CDBG projects. The County may charge the municipality a general administrative operating fee, not to exceed 20% of the City's

total entitlement. The general administrative operating fee will be based on the actual program administration rate of the County's previous fiscal year.

d. The County will notify the City of Sanibel by January 1 of each year, the estimated amount of the City's allocation and the general administrative operating fee for the upcoming October 1 fiscal year.

e. By May 1 of each year, the City of Sanibel shall send a list of proposed activities to the County for an eligibility determination.

f. By August 1 of each year, the City of Sanibel will officially notify the County in writing of how the funds will be allocated, in accordance item *b.*

g. The City of Sanibel agrees to expend funds from the yearly entitlement allocation within 18 months of the first day of October of each entitlement program year. If the City fails to expend funds within the 18 month time frame, the County has the right to expend these funds in accordance with HUD timeliness guidelines.

h. CDBG funds will be utilized through one of the following mechanisms:

1. A program or activity administered directly by the municipality.
2. A program or activity administered by a not for profit organization with IRS 501(c)3 status. The municipality must enter into a formal written agreement with the sub recipient, which includes all regulatory requirements found in 24 CFR 570.
3. A Memorandum of Understanding (MOU) to purchase services provided by Lee County such as housing rehabilitation. The municipality will enter into an MOU with the appropriate County department.

The County will enter into a contract with the City of Sanibel for programs or activities directly administered by the municipality or provided by a subrecipient. The

municipality and all subrecipients are subject to all CDBG regulatory and programmatic requirements. The City of Sanibel will provide all County and HUD-required documentation and designate a staff person responsible for meeting all HUD reporting and performance requirements.

i. The City of Sanibel is responsible to meet all required timeframes as identified by the County in order for the County to report to HUD as required. Failure to provide required reporting documents to meet all required timeframes as designated by the County may result in the County assessing a fine. The County will be responsible for the overall administration including, but not limited to the HUD Consolidated Plan, performance reports, and management of the CDBG program in accordance with the applicable HUD regulations. Any disputes between the City of Sanibel and County regarding any other issues not required to meet the conformance of the HUD program may be resolved by the Board of County Commissioners and the Council of the City of Sanibel. In the event that the dispute cannot be resolved between the Board of County Commissioners and the Council of the City of Sanibel, Chapter 164, Florida Statutes regarding dispute resolution shall be applicable.

j. The City of Sanibel agrees to abide by all HUD regulations regarding real property acquired or improved in whole or in part using the CDBG funds and to notify the County in writing prior to disposition of or transfer of real property. Any program income generated from the disposition or transfer of property shall be paid to the County.

k. The City of Sanibel will hold the County harmless for any expenditures that are made by the City of Sanibel or any subrecipient agency. The City of Sanibel will reimburse the County for any HUD entitlement funds that are expended by the City of

Sanibel or any subrecipient agency that do not conform to HUD or County guidelines along with any fines, penalties, or legal costs incurred as a result of such action. As required by Consolidated and Further Continuing Appropriations Act, 2016, Public Law 114-113, the City of Sanibel may not sell, trade or otherwise transfer all or any portion of funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 2. The Mayor and /or Chairman is hereby authorized to sign this Joint Resolution and the City Clerk to attest to same.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the County and the City have executed this agreement as of the date first written above.

CITY OF SANIBEL

BY: _____
Signature of Authorized Officer

_____
Printed Name

Title: Mayor
Date: _____

COUNTY: LEE COUNTY

BY: _____
Signature of Authorized Officer

_____
Printed Name

Title: Board of County Commissioners
Date: _____

ATTEST: CITY CLERK

BY: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

BY: _____
City Attorney

_____
Printed Name

_____
Title

_____
Date

SEAL:

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

BY: _____
County Attorney's Office

_____
Printed Name

_____
Title

_____
Date

SEAL:

Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

David Mulicka
District Three

Brian Hamman
District Four

Trish Petrosky
District Five

Dave Harner, II
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing Examiner

April 30, 2026

Dana Souza, City Manager
City of Sanibel
800 Dunlap Rd
Sanibel, FL 33957

RE: Community Development Block Grant (CDBG) Joint Resolution for Urban County Cooperation Agreement HUD Fiscal Years 2026-2028.

Mr. Souza,

In the letter dated April 16, 2026, notification was provided that the Urban County Cooperation Agreement for HUD Entitlement funds would be automatically renewed unless the unit of government notified Lee County Human and Veteran Services and HUD in writing before April 29, 2026.

In anticipation of the renewal of the Urban County Cooperation Agreement, enclosed is the Joint Resolution for administration of the Urban County between the City of Sanibel and the Lee County Board of County Commissioners. There are a few changes from the previous resolution adopted in the last cycle. These changes include:

1. The effective dates were updated to reflect the three-year period: 2026, 2027, and 2028.

Please return three approved and signed copies of the Joint Resolution to this office June, 1 2026. Upon receipt, the Board of County Commissioners will sign the Joint Resolution and return a signed copy for your records.

If you have any questions regarding this matter, please contact Rae Isley, Fiscal Manager, at 239-533-7930 or by email at risley2@leegov.com.

Sincerely,

Julie Boudreaux, Director
Lee County Human and Veteran Services

cc: Dave Harner, County Manager
Amanda Condomina, Assistant County Manager
Amanda Swindle, Assistant County Attorney
Rae Isley, Fiscal Manager, Human and Veteran Services
Kim Usa, Community Impact Manager, Human and Veteran Services

19-031A

LEE COUNTY RESOLUTION NO. 19-06-15

A JOINT RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF SANIBEL PERTAINING TO THE MUNICIPALITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS, FEDERAL FISCAL YEARS 2020, 2021, AND 2022; PROVIDING FOR CERTAIN COMMITMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby counties may enter into cooperation agreements with certain units of government to carry out activities which will be funded from annual CDBG entitlement grant; and

WHEREAS, the cooperation of the City of Sanibel and County is essential for the successful planning and implementation of the CDBG, HOME and ESG Programs under an "Urban County" designation by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, this Resolution covers the period necessary to carry out activities which will be funded from appropriations for the federal fiscal years 2020, 2021, and 2022 for which Lee County is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the City of Sanibel; and

WHEREAS, the City of Sanibel, Florida and the Lee County Board of County Commissioners agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the City of Sanibel agrees to use its powers in the carrying out of the essential activities in accordance with the Urban County's Program; and

WHEREAS, the Lee County Board of County Commissioners and the City of Sanibel agree to take all necessary actions to comply with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; and

WHEREAS, The City of Sanibel has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction; and

WHEREAS, pursuant to 24 CFR 570.501(b), the City of Sanibel is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503; and

WHEREAS, the City of Sanibel has opted to be included in the Urban County Program for three years and agrees to abide by the Urban County Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of City of Sanibel Lee County, Florida and the Lee County Board of County Commissioners agree to participate in the CDBG Program for Federal Fiscal Years 2020, 2021, and 2022.

a. The County agrees to allocate to the City of Sanibel the annual entitlement allocation for the City as determined by the Secretary of HUD for fiscal years 2020, 2021, and 2022.

b. The County shall authorize the City of Sanibel to use the aforementioned CDBG Funds to implement its CDBG program activities provided such activities are in accordance with the Lee County Consolidated Plan and HUD regulations. In conformance with the Lee County Consolidated Plan, the City of Sanibel will propose projects for inclusion in each year's Annual Plan which conform to 24 CFR 570 Subpart C and specifically, which conform to the following eligible activity types: Acquisition of Real Property (24 CFR 570.201(a)); Public Facilities and Improvements (24 CFR 570.201(c)); Clearance and Demolition (24 CFR 570.201(d)); Public Services (24 CFR 570.201(e) (The amount of CDBG funds used for Public Service activities cannot exceed 15% of the municipality's annual entitlement unless agreed to by the County)); Construction of Housing (under limited circumstances as defined in regulations) (24 CFR 570.201(m)); Direct Homeownership Assistance (24 CFR 570.201(n)); Rehabilitation - Single Unit Residential (24 CFR 570.202); Rehabilitation - Multi Unit Residential (24 CFR 570.202); Acquisition - for Rehabilitation (24 CFR 570.202); Rehabilitation Administration (24 CFR 570.202); and Code Enforcement (24 CFR 570.202(c). Projects identified for other eligible activity types must be agreed to by the County. Allocations of $20,000 or less must be allocated entirely to one activity, unless agreed to by the County.

c. The County has final responsibility for selecting CDBG, HOME and ESG program activities and annually filing the Final Statements with HUD. The County agrees to provide staff and technical assistance to the City of Sanibel for reasonable activities in the planning, implementation, administration, and reporting of CDBG projects. The County will charge the municipality a general administrative operating fee, not to exceed 20% of the City's

total entitlement. The general administrative operating fee will be based on the actual program administration rate of the County's previous fiscal year.

d. The County will notify the City of Sanibel by January 1 of each year, the estimated amount of the City's allocation and the general administrative operating fee for the upcoming October 1 fiscal year.

e. By May 1 of each year, the City of Sanibel shall send a list of proposed activities to the County for an eligibility determination.

f. By August 1 of each year, the City of Sanibel will officially notify the County in writing of how the funds will be allocated, in accordance item *b.*

g. The City of Sanibel agrees to expend funds from the yearly entitlement allocation within 18 months of the first day of October of each entitlement program year. If the City fails to expend funds within the 18 month time frame, the County has the right to expend these funds in accordance with HUD timeliness guidelines.

h. CDBG funds will be utilized through one of the following mechanisms:

1. A program or activity administered directly by the municipality.
2. A program or activity administered by a not for profit organization with IRS 501(c)3 status. The municipality must enter into a formal written agreement with the sub recipient, which includes all regulatory requirements found in 24 CFR 570.
3. A Memorandum of Understanding (MOU) to purchase services provided by Lee County such as housing rehabilitation. The municipality will enter into an MOU with the appropriate County department.

The County will enter into a contract with the City of Sanibel for programs or activities directly administered by the municipality or provided by a subrecipient. The municipality

and all subrecipients are subject to all CDBG regulatory and programmatic requirements. The City of Sanibel will provide all County and HUD-required documentation and designate a staff person responsible for meeting all HUD reporting and performance requirements.

i. The City of Sanibel is responsible to meet all required timeframes as identified by the County in order for the County to report to HUD as required. Failure to provide required reporting documents to meet all required timeframes as designated by the County may result in the County assessing a fine. The County will be responsible for the overall administration including, but not limited to the HUD Consolidated Plan, performance reports, and management of the CDBG program in accordance with the applicable HUD regulations. Any disputes between the City of Sanibel and County regarding any other issues not required to meet the conformance of the HUD program may be resolved by the Board of County Commissioners and the Council of the City of Sanibel. In the event that the dispute cannot be resolved between the Board of County Commissioners and the Council of the City of Sanibel, Chapter 164, Florida Statutes regarding dispute resolution shall be applicable.

j. The City of Sanibel agrees to abide by all HUD regulations in regard to real property acquired or improved in whole or in part using the CDBG funds and to notify the County in writing prior to disposition of or transfer of real property. Any program income generated from the disposition or transfer of property shall be paid to the County.

k. The City of Sanibel will hold the County harmless for any expenditures that are made by the City of Sanibel or any subrecipient agency. The City of Sanibel will reimburse the County for any HUD entitlement funds that are expended by the City of Sanibel or any subrecipient

agency that do not conform to HUD or County guidelines along with any fines, penalties, or legal costs incurred as a result of such action. As required by Consolidated and Further Continuing Appropriations Act, 2016, Public Law 114-113, the City of Sanibel may not sell, trade or otherwise transfer all or any portion of funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 2. The Mayor and /or Chairman is hereby authorized to sign this Joint Resolution and the City Clerk to attest to same.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the County and the City have executed this agreement as of the date first written above.

City of Sanibel

BY: _____
Signature of Authorized Officer

Kevin Ruane
Printed Name

Mayor
Title

May 08, 2019
Date

ATTEST: CITY CLERK

BY: _____

City Clerk
Title

May 8, 2019
Date

APPROVED AS TO FORM

BY: _____
City Attorney's Office

JOHN AGNEW
Printed Name

CITY ATTORNEY
Title

4/30/19
Date

COUNTY: | LEE COUNTY

BY: _____
Signature of Authorized Officer

Brian Hamman
Printed Name

Vice Chair
Title - Board of County Commissioners

6/18/2019
Date

LINDA DOGGETT

ATTEST: CLERK OF CIRCUIT COURT

BY: _____

DEPUTY CLERK
Title

6-26-19
Date

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

BY: _____
County Attorney's Office

Mark Trask
Printed Name

Asst. County Attorney
Title

6/24/19
Date

22-063

LEE COUNTY RESOLUTION NO. 22-08-12

A JOINT RESOLUTION OF THE LEE COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF SANIBEL PERTAINING TO THE MUNICIPALITY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIP (HOME), AND EMERGENCY SOLUTIONS GRANT (ESG) PROGRAMS, FEDERAL FISCAL YEARS 2023, 2024, and 2025; PROVIDING FOR CERTAIN COMMITMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Housing and Community Development Act of 1974, as amended, makes provisions whereby counties may enter into cooperation agreements with certain units of government to carry out activities which will be funded from annual CDBG entitlement grant; and

WHEREAS, the cooperation of the City of Sanibel and County is essential for the successful planning and implementation of the CDBG, HOME and ESG Programs under an "Urban County" designation by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, this Resolution covers the period necessary to carry out activities which will be funded from appropriations for the federal fiscal years 2023, 2024, and 2025 for which Lee County is to qualify and from any program income generated from the expenditure of such funds, including such additional time as may be required for the expenditure of any such funds granted to the City of Sanibel; and

WHEREAS, the City of Sanibel, Florida and the Lee County Board of County Commissioners agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

WHEREAS, the City of Sanibel agrees to use its powers in the carrying out of the essential activities in accordance with the Urban County's Program; and

WHEREAS, the Lee County Board of County Commissioners and the City of Sanibel agree to take all necessary actions to comply with the certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, and other applicable laws; and

WHEREAS, The City of Sanibel has adopted and is enforcing: (1) a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and (2) a policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstration within its jurisdiction; and

WHEREAS, pursuant to 24 CFR 570.501(b), the City of Sanibel is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503; and

WHEREAS, the City of Sanibel has opted to be included in the Urban County Program for three years and agrees to abide by the Urban County Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Council of City of Sanibel Lee County, Florida and the Lee County Board of County Commissioners agree to participate in the CDBG, HOME and ESG Programs for Federal Fiscal Years 2023, 2024, and 2025.

a. The County agrees to allocate to the City of Sanibel the annual entitlement allocation for the City as determined by the Secretary of HUD for fiscal years 2023, 2024, and 2025.

b. The County shall authorize the City of Sanibel to use the aforementioned CDBG Funds to implement its CDBG program activities provided such activities are in accordance with the Lee County Consolidated Plan and HUD regulations. In conformance with the Lee County Consolidated Plan, the City of Sanibel will propose projects for inclusion in each year's Annual Plan which conform to 24 CFR 570 Subpart C and specifically, which conform to the following eligible activity types: Acquisition of Real Property (24 CFR 570.201(a)); Public Facilities and Improvements (24 CFR 570.201(c)); Clearance and Demolition (24 CFR 570.201(d)); Public Services (24 CFR 570.201(e) (The amount of CDBG funds used for Public Service activities cannot exceed 15% of the municipality's annual entitlement unless agreed to by the County)); Construction of Housing (under limited circumstances as defined in regulations) (24 CFR 570.201(m)); Direct Homeownership Assistance (24 CFR 570.201(n)); Rehabilitation - Single Unit Residential (24 CFR 570.202); Rehabilitation - Multi Unit Residential (24 CFR 570.202); Acquisition - for Rehabilitation (24 CFR 570.202); Rehabilitation Administration (24 CFR 570.202); and Code Enforcement (24 CFR 570.202(c). Projects identified for other eligible activity types must be agreed to by the County. Allocations of $20,000 or less must be allocated entirely to one activity, unless agreed to by the County.

c. The County has final responsibility for selecting CDBG, HOME and ESG program activities and annually filing the Final Statements with HUD. The County agrees to provide staff and technical assistance to the City of Sanibel for reasonable activities in the planning, implementation, administration, and reporting of CDBG projects. The County will charge the municipality a general administrative operating fee, not to exceed 20% of the City's

total entitlement. The general administrative operating fee will be based on the actual program administration rate of the County's previous fiscal year.

d. The County will notify the City of Sanibel by January 1 of each year, the estimated amount of the City's allocation and the general administrative operating fee for the upcoming October 1 fiscal year.

e. By May 1 of each year, the City of Sanibel shall send a list of proposed activities to the County for an eligibility determination.

f. By August 1 of each year, the City of Sanibel will officially notify the County in writing of how the funds will be allocated, in accordance item *b.*

g. The City of Sanibel agrees to expend funds from the yearly entitlement allocation within 18 months of the first day of October of each entitlement program year. If the City fails to expend funds within the 18 month time frame, the County has the right to expend these funds in accordance with HUD timeliness guidelines.

h. CDBG funds will be utilized through one of the following mechanisms:

1. A program or activity administered directly by the municipality.
2. A program or activity administered by a not for profit organization with IRS 501(c)3 status. The municipality must enter into a formal written agreement with the sub recipient, which includes all regulatory requirements found in 24 CFR 570.
3. A Memorandum of Understanding (MOU) to purchase services provided by Lee County such as housing rehabilitation. The municipality will enter into an MOU with the appropriate County department.

   The County will enter into a contract with the City of Sanibel for programs or activities directly administered by the municipality or provided by a subrecipient. The municipality

and all subrecipients are subject to all CDBG regulatory and programmatic requirements. The City of Sanibel will provide all County and HUD-required documentation and designate a staff person responsible for meeting all HUD reporting and performance requirements.

i. The City of Sanibel is responsible to meet all required timeframes as identified by the County in order for the County to report to HUD as required. Failure to provide required reporting documents to meet all required timeframes as designated by the County may result in the County assessing a fine. The County will be responsible for the overall administration including, but not limited to the HUD Consolidated Plan, performance reports, and management of the CDBG program in accordance with the applicable HUD regulations. Any disputes between the City of Sanibel and County regarding any other issues not required to meet the conformance of the HUD program may be resolved by the Board of County Commissioners and the Council of the City of Sanibel. In the event that the dispute cannot be resolved between the Board of County Commissioners and the Council of the City of Sanibel, Chapter 164, Florida Statutes regarding dispute resolution shall be applicable.

j. The City of Sanibel agrees to abide by all HUD regulations in regard to real property acquired or improved in whole or in part using the CDBG funds and to notify the County in writing prior to disposition of or transfer of real property. Any program income generated from the disposition or transfer of property shall be paid to the County.

k. The City of Sanibel will hold the County harmless for any expenditures that are made by the City of Sanibel or any subrecipient agency. The City of Sanibel will reimburse the County for any HUD entitlement funds that are expended by the City of Sanibel or any subrecipient

agency that do not conform to HUD or County guidelines along with any fines, penalties, or legal costs incurred as a result of such action. As required by Consolidated and Further Continuing Appropriations Act, 2016, Public Law 114-113, the City of Sanibel may not sell, trade or otherwise transfer all or any portion of funds to another metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credit or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

Section 2. The Mayor and /or Chairman is hereby authorized to sign this Joint Resolution and the City Clerk to attest to same.

Section 3. Effective Date. This Resolution shall take effect immediately upon adoption.

IN WITNESS WHEREOF, the County and the City have executed this agreement as of the date first written above.

City of Sanibel

BY: _____
Signature of Authorized Officer

Holly D. Smith
Printed Name

Mayor
Title

6/28/22
Date

ATTEST: CITY CLERK

BY: _____

City Clerk
Title

6/28/22
Date

APPROVED AS TO FORM

BY: _____
John D. Agnew, City Attorney

John Agnew
Printed Name

City Attorney
Title

6/23/22
Date

COUNTY: LEE COUNTY

BY: _____
Signature of Authorized Officer

Commissioner Cecil L Pendergrass, Chairman
Lee County Board of County Commissioners
District 2
Printed Name

Cecil Pendergrass
Title - Board of County Commissioners

8-3-22
Date

ATTEST: CLERK OF CIRCUIT COURT

BY: _____

Deputy Clerk
Title

08/03/2022
Date

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

BY: _____
County Attorney's Office

Andrea R. Fraser
Printed Name

Deputy County Attorney
Title

8-2-2022
Date

Lee County
Southwest Florida

Board of County Commissioners

Kevin Ruane
District One

Cecil L Pendergrass
District Two

Ray Sandelli
District Three

Brian Hamman
District Four

Mike Greenwell
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

August 30, 2022

Dana Souza, City Manager
City of Sanibel
800 Dunlop Rd.
Sanibel, FL 33957

Re: Executed Resolution

Mr. Souza,

Enclosed is the executed Joint Resolution between Lee County Board of County Commissioners and The City of Sanibel for the Urban County Agreements for Fiscal Years 2023, 2024 and 2025. Please keep these for your records.

Should you have any questions, do not hesitate to contact Clare Molloy at CMolloy@leegov.com or 239-533-7905.

Sincerely,

Roger Mercado, Director
Lee County Human and Veteran Services

cc: Jeannie Sutton, Deputy Director, Human and Veteran Services
Rae Isley, Fiscal Manager, Human and Veteran Services

AGENDA MEMORANDUM *Natural Resources Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Holly Milbrandt, Natural Resources Director

Date: May 20, 2025

SUBJECT: 2026 Island-Wide Beach Monitoring Survey & Assessment and required Post-Construction Reporting for completed beach renourishments at Lighthouse Beach Park, North Sanibel, and Clam Bayou.

BACKGROUND:
In accordance with Professional Services Contract PW24-006 with the City of Sanibel, Humiston & Moore Engineers (H&M) has provided a Scope of Work to conduct the 2026 Island Wide Beach Monitoring Survey & Assessment and to provide continued technical support and project management of the City of Sanibel's beach renourishment projects to maintain compliance with the City's state and federal permits. The complete Scope of Work is provided as an attachment to the agenda.

Tasks A & B
2026 Island Wide Beach and Offshore Monitoring Survey, Engineering Analysis, & Reporting
Since 1992, the City has contracted for a survey of its beaches to monitor the shoreline and identify changes and trends in beach erosion. The area surveyed includes the entire Gulf shoreline and the eastern third of the Bay shoreline. This program is critical for beach maintenance and for potential funding of any beach damaged during hurricanes or other natural disasters. The 2026 survey scope will involve both onshore (beach) and offshore (up to 3,000 feet out) measurements along with the necessary data analysis to document shoreline changes since the previous annual survey.

Tasks C & D
Engineering analysis and monitoring reports for complete beach renourishment projects at Lighthouse Beach Park and North Sanibel
State and federal permits require post-construction monitoring annually for 3 years. Survey data collected in Task A will be analyzed to determine shoreline and volumetric changes since construction and to evaluate beach fill performance.

Task E
Technical support and permitting for State DEP Clam Bayou Dune Recovery Project
Concurrent with projects in 2024 and 2025 to recover overwash sand from Clam Bayou, H&M has provided technical assistance to the City in order to obtain a 15-year Joint Coastal Permit

(JCP) from FDEP. Once issued, this permit will allow the City to perform future sand recovery operations at Clam Bayou.

The City received notification of FDEP's intent to issue on 4/14/2026 and the 14-day public petition period was published on 5/4/2026. If no petition is filed, the permit should be issued shortly thereafter. This task provides funding on a time and materials basis for H&M to continue to provide technical support as needed for permit issuance and reporting requirements.

FUNDING SOURCE:

Task	Description	Amount	Funding Amoung	Funding Source
Task A	2026 Island Wide Beach and Offshore Monitoring Survey	$ 89,548.00		
Task B	Engineering analysis and monitoring report for 2026 Island-wide monitoring	$ 28,907.00		
SUBTOTAL TASKS A & B		**$118,455.00**	$ 50,000.00	TDC
			$ 50,000.00	PW Beach Parking
			$ 18,455.00	NR Beach Parking
Task C	Engineering analysis and monitoring report for 2024 Sanibel Lighthouse Beach Project	$ 10,973.00	$ 10,973.00	
Task D	Engineering analysis and monitoring report for 2025 North Sanibel Beach Project	$ 26,018.00	$ 26,018.00	
Task E	Technical support and permitting for State DEP Clam Bayou Dune Recovery Project	$ 5,445.00	$ 5,445.00	
SUBTOTAL TASKS C,D & E		**$ 42,436.00**		FDEP Grant 23LE5
TOTAL		**$160,891.00**		

RECOMMENDED ACTION:
Motion to approve the scope of work proposal from Humiston & Moore Engineers, P.A. for the 2026 Island-Wide Beach Monitoring Survey & Assessment project and required post-construction reporting for completed beach renourishments at Lighthouse Beach Park, North Sanibel, and Clam Bayou in the amount of $160,891 and authorize the City Manager to execute the agreement.

SCOPE OF WORK
2026 Survey & Assessment
Island-Wide Beach Monitoring and Technical Support
Humiston & Moore Engineers

May 8, 2026

This Scope of Work is submitted in accordance with Professional Services Contract PW24-006 with the City of Sanibel and Humiston & Moore Engineers, P.A. The Scope of Work is to provide continued technical support and project management of the City of Sanibel's beach nourishment projects in accordance with the City's state and federal permits and long-term state permit at Clam Bayou.

The following Tasks will be provided consistent with our discussions of on-going needs for 2026 along Sanibel's beaches. The project areas are listed below in 5 tasks. LS refers to Lump Sum and T&M refers to Time and Materials.

Task A 2026 Island Wide Beach and Offshore Monitoring Survey:

Humiston & Moore Engineers (H&M) will coordinate with subconsultant Sea Diversified, Inc. (SDI) and collect and process updated beach profile data for purposes of evaluating relative beach conditions in terms of volumetric and shoreline change information. The data will be used to update the 2025 H&M report and continue the ongoing long-term beach and offshore monitoring program.

Similar to the prior survey conducted by SDI earlier in 2025, the survey shall include one hundred and twenty-seven (127) beach profiles encompassing both onshore and offshore data collection with data processing and deliverables outlined, herein. As part of the survey, SDI shall map the approximate Mean High Water line along the south shore of Blind Pass and along the shoreline in proximity to Lighthouse Park. The scope of survey shall also include onshore and offshore data collection at the new location between the pier and profile control point Bay 1, described as R-174.5 (azimuth due east). Additionally, SDI shall extend upland profile data collection from R-112 through R-114 across the bayou to the east shoreline encompassing five (5) extended profiles (R-112, R-112.5, R-113, R-113.5 R-114). Survey protocol will be consistent with 2025 survey. Upland data collection, as required to map the spit that formed at Blid Pass, currently closed. Onshore and offshore data to include R-172.5 and R-173.5.

Deliverable: An electronic copy of the beach profiles x,y,z, data, comparative plots with 2025 data, and surveyor's certification meeting DEP beach monitoring protocol.

Total Task A $89,548 LS

Task B Engineering analysis and monitoring report for 2026 Island-wide monitoring.

Conduct shoreline and volumetric change analysis of Gulf and Bayside beaches monitored under the Scope in Task A. The report will provide an assessment of changes since 2024 Hurricane season in terms of regional sand budget and beach recovery,

Deliverable: An electronic copy of Report, (Due Date: 09/30/2026).

Task B Subtotal, Data analysis to quantify Island-Wide shoreline and volumetric change since 2025 and since prior to 2024 Hurricane season. (Due Date: 09/30/2026).....$28,907 LS

Task C Engineering analysis and monitoring report for 2024 Sanibel Lighthouse Beach Project.

Conduct shoreline and volumetric change analysis of Sanibel Lighthouse Beach Project constructed in 2024. The report will provide an annual assessment of shoreline and volumetric changes since construction, evaluation of beach fill performance for compliance with state and federal permit requirements and DEP approved Physical Monitoring Plan. Environmental monitoring data will be provided by City staff. (ref. state JCP permit: 0281083-003-JC which expires 11/19/2039 and federal USACE permit SAJ-2007-05213 (SP-CCK) which expires 12/06/2039)

Deliverable: An electronic copy of Report.

Task C First Annual Post Construction Monitoring Plan. Subtotal, Data analysis to satisfy physical monitoring requirements of Sanibel Lighthouse Bech Project (Due Date: 09/30/2026).. .....$10,973 LS

Task D Engineering analysis and monitoring report for 2025 North Sanibel Beach Project.

Conduct shoreline and volumetric change analysis of North Sanibel Beach Project constructed in 2025. The reports to be provided will include a post construction report and the first annual report. Reports and analyses will include assessment of shoreline and volumetric changes since construction, evaluation of beach fill performance for compliance with state and federal permit requirements and DEP approved Physical Monitoring Plan. Environmental monitoring data will be provided by City staff. (ref. state JCP permit: 0200269-009-JC which expires 12/11/2029 and federal USACE permit SAJ-1994-03952 (SP-MMB) which expires 12/09/2030)

Deliverable: An electronic copy of Reports.

Task D1 Post Construction Monitoring Report #1 Subtotal, Data analysis to satisfy physical monitoring requirements of the North Sanibel Beach Project (Due Date: 4/31/2026).....$10,825 LS

Task D2 First Annual Post Construction Monitoring Report #2 Subtotal, Data analysis to satisfy physical monitoring requirements of the North Sanibel Beach Project (Due Date: 09/30/2026). .....$15,193 LS

Task E Technical support and permitting for State DEP Clam Bayou Dune Recovery Project
Respond to all DEP requests for additional information for the processing of the state JCP 15-year permit. (ref. 0455605-001-JC) Review permit and all reporting and notice requirements. This allows for follow up as needed in case of overwash in 2026.

Deliverable: An electronic copy of JCP Permit.

Total Task E $5,445 T&M

Total Tasks A thru E $160,891.00

Scope of Work for 2026 Survey & Assessment Island-Wide Beach Monitoring and Technical Support by Humiston & Moore Engineers dated May 8, 2026:

CITY OF SANIBEL

By: Dana Souza
Title: City Manager

Date:_____

HUMISTON & MOORE ENGINEERS

By: _____
Title: _____

Date:_____

ATTEST

_____
City Clerk

Approved as to form: _____ Date:_____
John D. Agnew, City Attorney

Sanibel Island
2026 Beach Monitoring Service

Estimated Summary **Date: April 23, 2026**

SUMMARY BREAKDOWN BY TASK / SUBTASK									
								H&M	**Sub**
Task A Sanibel Beach Island Wide 127 profiles +						LS	$ 89,548.00	$6,898	$ 82,650.00
Task B Island-Wide Data Analysis & Report						LS	$ 28,907.00	$28,907	0
Task C Lighthouse Beach Data Analysis & 12-mo.Monitoring Repo						LS	$ 10,973.00	$10,973	0
Task D.1 North Sanibel Data Analysis & Post Construction Report						LS	$ 10,825.00	$10,825	0
Task D.2 North Sanibel Data Analysis & 12-month Monitoring Repo						LS	$ 15,193.00	$15,193	0
Task E Permitting 15-yr JCP Permit Clam Bayou Dune Recovery						T&M	$ 5,445.00	$5,445	0
							$160,891.00	**$ 78,241.00**	**$82,650.00**
A1	**Sea Diversified Survey**							**$ 82,650.00**	(LS)
A1 & B	**H&M**							**$ 78,241.00**	(LS & TM)
Task B	**Title**		**Rate**	**Hours**					
PRN2	Principle		$238	56				$ 13,328.00	
SEN	Senior Engineer		$185	19				$ 3,515.00	
PJTM	Project Manager		$175	90				$ 15,750.00	
SDS	Senior Engineer		$152	122				$ 18,544.00	
SIN	Scientist/Geologist		$115	74				$ 8,510.00	
SIN	Engineer II		$110	0				$ -	
SRT	Senior Technician		$102	178				$ 18,156.00	
INS	Engineer I		$95	0				$ -	
TEC	Administrative		$73	6				$ 438.00	
	Humiston & Moore Engineers							**$ 78,241.00**	(LS & TM)
	SDI							**$ 82,650.00**	
	TOTAL							**$160,891.00**	

Sanibel Island Beaches 2026 Monitoring
Island Wide, North Sanibel, Sanibel Lighthouse Beach, Clam Bayou

H Project No: 27-008

Date: April 23, 2026

Task A Sanibel Beach Island Wide 127 profiles +

Data collection Sanibel-SDI	$ 82,650.00	
		$ 82,650.00 (LS)
Data processing & plots	$ 6,898.00	
		$ 6,898.00 (LS)
Total Task A:	$ 89,548.00	
		$ 89,548.00

TASK A		RATE/UNIT	HOURS/QTY	COST	MARKUP	AMOUNT
PRN2	Principle	$238	4			952.00
SEN	Senior Engineer	$185	1			185.00
PJTM	Project Manager	$175	0			0.00
SENG	Senior Engineer	$152	24			3,648.00
SIN	Scientist/Geologist	$115	0			0.00
ENGII	Engineer II	$110	0			0.00
SRT	Senior Technician	$102	20			2,040.00
ENGI	Engineer I	$95	0			0.00
ADM	Administrative	$73	1			73.00
						6,898.00

Sanibel Island 2026 Beach Monitoring
Island Wide, North Sanibel, Sanibel Lighthouse, Clam Bayou

H Project 27-008

						Date: April 23, 2026			
	Task B Engineering analysis and monitoring report for 2026 Island-wide monitoring								
	Task B Island-Wide Data Analysis & Report					H&M	$28,907		
TASK B			RATE/UNIT	HOURS/QTY	COST	MARKUP	AMOUNT		
PRN2	Principle		238.0	18			4,284.00		
SEN	Senior Engineer		185.0	10			1,850.00		
PJTM	Project Manager		175.0	60			10,500.00		
SENG	Senior Engineer		152.0	40			6,080.00		
SIN	Scientist/Geologist		115.0	0			0.00		
ENGII	Engineer II		110.0	0			0.00		
SRT	Senior Technician		102.0	60			6,120.00		
ENGI	Engineer I		95.0	0			0.00		(LS)
ADM	Administrative		73.0	1			73.00	$28,907	

Date: April 23, 2026

Task C Engineering analysis & monitoring report for 2024 Lighthouse Beach Project

Task C Lighthouse Beach Data Analysis & 12-mo.Monitoring Repc H&M $10,973

TASK C			RATE/UNIT	HOURS/QTY	COST	MARKUP	AMOUNT		
PRN2	Principle		238.0	8			1,904.00		
SEN	Senior Engineer		185.0	2			370.00		
PJTM	Project Manager		175.0	10			1,750.00		
SENG	Senior Engineer		152.0	14			2,128.00		
SIN	Scientist/Geologist		115.0	20			2,300.00		
ENGII	Engineer II		110.0	0			0.00		
SRT	Senior Technician		102.0	24			2,448.00		
ENGI	Engineer I		95.0	0			0.00		(LS)
ADM	Administrative		73.0	1			73.00	$10,973	

Total $10,973 (LS)

T

Date: April 23, 2026

Task D Engineering analysis and monitoring report for 2025 North Sanibel Beach Project

Task D.1 North Sanibel Data Analysis & Post Construction Report H&M $10,825
Task D.2 North Sanibel Data Analysis & 12-month Monitoring Rep H&M $15,193

TASK D.1			RATE/UNIT	HOURS/QTY	COST	MARKUP	AMOUNT	
PRN2	Principle		238.0	8			1,904.00	
SEN	Senior Engineer		185.0	2			370.00	
PJTM	Project Manager		175.0	10			1,750.00	
SENG	Senior Engineer		152.0	10			1,520.00	
SIN	Scientist/Geologist		115.0	24			2,760.00	
ENGII	Engineer II		110.0	0			0.00	
SRT	Senior Technician		102.0	24			2,448.00	
ENGI	Engineer I		95.0	0			0.00	(LS)
ADM	Administrative		73.0	1			73.00	$10,825

TASK D.2			RATE/UNIT	HOURS/QTY	COST	MARKUP	AMOUNT	
PRN2	Principle		238.0	10			2,380.00	
SEN	Senior Engineer		185.0	4			740.00	
PJTM	Project Manager		175.0	10			1,750.00	
SENG	Senior Engineer		152.0	30			4,560.00	
SIN	Scientist/Geologist		115.0	14			1,610.00	
ENGII	Engineer II		110.0	0			0.00	
SRT	Senior Technician		102.0	40			4,080.00	
ENGI	Engineer I		95.0	0			0.00	(LS)
ADM	Administrative		73.0	1			73.00	$15,193

Total $26,018 (LS)

Date: April 23, 2026

Task E Technical support and permitting for State DEP Clam Bayou Dune Recovery Project

Task E Permitting 15-yr JCP Permit Clam Bayou Dune Recovery H&M $5,445

TASK D.1			RATE/UNIT	HOURS/QTY	COST	MARKUP	AMOUNT		
PRN2	Principle		238.0	8			1,904.00		
SEN	Senior Engineer		185.0	0			0.00		
PJTM	Project Manager		175.0	0			0.00		
SENG	Senior Engineer		152.0	4			608.00		
SIN	Scientist/Geologist		115.0	16			1,840.00		
ENGII	Engineer II		110.0	0			0.00		
SRT	Senior Technician		102.0	10			1,020.00		
ENGI	Engineer I		95.0	0			0.00		(LS)
ADM	Administrative		73.0	1			73.00	$5,445	

Total $5,445 (LS)

PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT made this 3rd day of October 2023, between **CITY OF SANIBEL** ("OWNER") and **Humiston & Moore Engineers, P.A.** ("CONSULTANT").

OWNER and CONSULTANT in consideration of their mutual covenants herein agree as follows:

SECTION 1 – GENERAL

Term of Agreement:
The term of this agreement shall be from **October 1, 2023** to **September 30, 2028**. This Agreement may be renewed for one additional five-year term by OWNER, upon agreement of CONSULTANT, in writing under the same terms and conditions set forth below.

Standard of Care:

CONSULTANT shall perform for or furnish to OWNER professional engineering, surveying, mapping, planning, environmental consulting, landscape architecture and other related services for the assigned tasks or projects to which this Agreement applies as hereinafter provided and as set forth in Exhibit "B", Scope of Services. CONSULTANT shall serve as OWNER's prime engineering representative for the tasks or projects assigned to CONSULTANT by OWNER from time to time for purposes of providing professional engineering consultation and advice with respect thereto. CONSULTANT may, with written approval of the City Public Works Director, employ such Sub-Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of professional surveying, engineering, and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all professional surveying and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

Definitions:

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

Agreement: Agreement means this Agreement for Professional Services between OWNER and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 5 of this Agreement.

Services: The services to be performed for or furnished to OWNER by CONSULTANT described in Exhibit B, (Scope of Services) of this Agreement.

Contractor: The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to any task or project.

CONSULTANT's Sub-Consultant: The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate or consultant.

Reimbursable Expenses: The expenses incurred directly in connection with the performance or furnishing of services for any assigned task or project for which OWNER shall pay CONSULTANT.

SECTION 2 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES

Compensation:

For CONSULTANT's services. OWNER shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit A ("Hourly Rate Schedule")

For Sub-Consultant's services. OWNER shall pay CONSULTANT for services performed or furnished by CONSULTANT's Sub-consultants which have been approved, in advance, by the City's Public Works Director.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANT's Sub-Consultants, OWNER shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT.

Any single reimbursable expense which exceeds $500 shall be approved in advance, in writing, by the City's Public Works Director.

Invoices:

Invoices for CONSULTANT's services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to OWNER by CONSULTANT. Invoices will be paid in accordance with the OWNER's Prompt Payment Policy.

Other Provisions Concerning Payments:

Unpaid Invoices. If OWNER fails to make any payment due CONSULTANT for services and expenses in accordance with the OWNER's Prompt Payment Policy, CONSULTANT may, after giving seven days' written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the OWNER or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses authorized by this Agreement and directly relating to the services performed prior to termination.

Records of CONSULTANT's costs pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at no cost on request prior to final payment for CONSULTANT's services. Additionally, documentation supporting reimbursable expenses shall be provided to OWNER with each expense reimbursement request.

SECTION 3 – OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto: Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to CONSULTANT's services for the project.

Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by OWNER. CONSULTANT may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure, and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the assigned projects as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the OWNER is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

> Noting, monitoring and/or advising the OWNER of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the OWNER’s assigned projects.

Provide, as may be required for the project: accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the project.

SECTION 4 – GENERAL CONSIDERATIONS

Termination

The obligation to provide further services under this Agreement may be terminated under the following circumstances:

(a) For Cause, by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

(b) By CONSULTANT, upon seven days' written notice if CONSULTANT believes that CONSULTANT is being requested by OWNER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT's control; or upon assignment of this agreement or transfer of the project by OWNER to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to OWNER on account of such termination.

(c) By OWNER, for convenience upon seven (7) days' written notice to CONSULTANT, effective upon the receipt of OWNER's notice by CONSULTANT.

E-Verify

In compliance with Section 448.095, Fla. Stat., CONSULTANT and its Sub-Consultant must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(a) CONSULTANT shall require each of its Sub-Consultants to provide CONSULTANT with an affidavit stating that the Sub-Consultant does not employ, contract with, or subcontract with an unauthorized alien. CONSULTANT shall maintain a copy of the Sub-Consultant's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(b) The OWNER, CONSULTANT, or any Sub-Consultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(c) The OWNER, upon good faith belief that a Sub-Consultant knowingly violated the provisions of this section, but CONSULTANT otherwise complied, shall promptly notify CONSULTANT, and CONSULTANT shall immediately terminate the contract with the Sub-Consultant.

(d) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONSULTANT acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONSULTANT, CONSULTANT may not be awarded a public contract for at least one (1) year. CONSULTANT further acknowledges that CONSULTANT is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

(e) Subcontracts. CONSULTANT or Sub-Consultant shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the Sub-Consultant to include these clauses in any lower tier subcontracts. CONSULTANT shall be responsible for compliance by any Sub-Consultant or lower tier subcontractor with the clauses set forth in this section.

Reuse of Documents:

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT's Sub-Consultants) pursuant to this Agreement in respect to any project shall be owned

by and the property of the OWNER provided CONSULTANT has been paid in full pursuant to this Agreement for CONSULTANT'S professional surveying and engineering services. Such documents are not intended or represented to be suitable for use, reuse or modification by OWNER or others on extensions of the Project or on any other project. Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Sub-Consultants.

Insurance:

CONSULTANT shall maintain the following minimum insurance types and limits. Any Sub-Consultant retained by CONSULTANT pursuant to this Agreement shall also maintain the following insurance types and limits unless reduced or alternative minimum insurance types and limits are approved by OWNER, in writing.

1. Worker's Compensation: Statutory Limits
   E.L. Each Accident $ 500,000
   E.L. Disease – Each Employee $ 500,000
   E.L. Disease – Policy Limit $ 500,000
2. General Liability (Occurrence):
   Each Occurrence $ 1,000,000
   Fire Damage (any one fire) $ 50,000
   Medical Expense (any one person) $ 5,000
   Personal & Adv. Injury $ 1,000,000
   General Aggregate $ 1,000,000
   Products Completion $ 1,000,000
3. Excess Umbrella Liability:
   Each Occurrence: $ 1,000,000
   Aggregate: $ 1,000,000
4. Automobile Liability:
   Combined Single Limit
   Each Accident $ 1,000,000
5. Professional Liability (Claims-made) $ 1,000,000

At any time, OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense, and this Agreement will be supplemented to incorporate these requirements.

Dispute Resolution:

OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both OWNER and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the OWNER and CONSULTANT.

Controlling Law:

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between OWNER and CONSULTANT arising out of this Agreement, OWNER and CONSULTANT agree that the same shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in Lee County, Florida.

Expenses of Litigation:

In the event litigation in any way related to the Services performed hereunder the prevailing party shall be entitled to recover from the non-prevailing party all of its reasonable attorney's fees and other reasonable expenses related to the litigation.

Successors and Assigns:

OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of OWNER and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither OWNER nor CONSULTANT may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by CONSULTANT to any contractor, subcontractor, supplier, other person, or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party, unless agreed in writing by OWNER and CONSULTANT. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

Public Records:

OWNER is a public agency subject to Chapter 119, Florida Statutes, the Public Records Law. As a contractor or service provider to OWNER, CONSULTANT is also subject to the Public Records Law pursuant to Section 119.0701, Florida Statutes, and shall comply with Florida's Public Records Law. Unless specifically exempted by Florida law, in whole or part, the CONSULTANT shall:

(a) Keep and maintain public records required by the OWNER in order to perform the service. This shall include all records relating to CONSULTANT's services provided to the OWNER and includes "all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission."

(b) Upon request from the OWNER's custodian of public records, provide the OWNER 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 contract term and following completion of the contract if the contractor does not transfer the records to the OWNER.

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

As required by Section 119.0701(2)(a), the following contact information is provided to the CONSULTANT in the format required by statute:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

SANIBEL CITY CLERK
800 DUNLOP ROAD
SANIBEL, FLORIDA 33957
(239) 472-3700
scotty.kelly@mysanibel.com

Notices:

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Severability:

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Limitation of Liability:

In recognition of the relative risks and benefits of the project to both the OWNER and CONSULTANT, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of CONSULTANT and its subconsultants to the OWNER and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of CONSULTANT and its subconsultants to all those named shall not exceed the greatest of the following: (a) the limits of any applicable insurance of CONSULTANT and its subconsultants; (b) $100,000 or (c) the two times the amount of CONSULTANT's total fee paid by the OWNER for services under this Agreement. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

Indemnification:

CONSULTANT shall indemnify and hold harmless the OWNER and its employees from any liability, settlements, loss, or costs (including reasonable attorneys' fees and costs of defense) to the extent caused, in whole or in part, by the negligent act, error, or omission of CONSULTANT in the performance of services under this Agreement. If such damage results in part by the negligence or other wrongful act of another party, CONSULTANT shall be liable only to the extent of CONSULTANT's proportional negligence or other wrongful act; however, such limitation, if any, shall only be effective if established by a Florida court of competent jurisdiction or agreed upon by the OWNER.

Force Majeure:

CONSULTANT shall not be liable for any damages caused by any delay that is beyond CONSULTANT's reasonable control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, or any other cause beyond the reasonable control or contemplation of either party.

SECTION 5 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibit which is attached to and made a part of the Agreement:

Exhibit A "Rate Schedule"
Exhibit B "Scope of Services"
Exhibit C "Required Contract Provisions"
Exhibit D "Request for Qualifications – Hurricane Ian Architectural and Engineering Services"

This Agreement (consisting of pages 1 to 9, and including Exhibits A, B, C, and D identified above) constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or cancelled by a duly executed written instrument signed by OWNER and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

OWNER:
CITY OF SANIBEL

Signature

By: Dana Souza

Title City Manager

CONSULTANT:
Humiston &Moore Engineers, P.A.

Signature

By: Brett D. Moore

Title President

Address for giving notices:

City of Sanibel Department of Public Works
800 Dunlop Road
Sanibel, Florida 33957-4096
Phone (239) 472-6397
Fax (239) 472-6041

Address for giving notices:

Humiston & Moore Engineers, P.A.
5679 Strand Court
Naples, Florida 34110
Phone (239) 825-6518
Fax (239) 594-2025
E-Mail: bdm@humistonandmoore.com

ATTEST:

City Clerk

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State FL

County COLLIER

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2023 by BRETT D. MOORE who is personally known to me or who has produced NA as identification.

Notary Public

Name typed, printed or stamped

KATHLEEN M. MARTIN
Notary Public - State of Florida
Commission # GG 938494
My Comm. Expires Mar 8, 2024
Bonded through National Notary Assn.

(Seal)

Approved as to form:

City Attorney

HUMISTON
& MOORE
ENGINEERS

COASTAL
ENGINEERING DESIGN
AND PERMITTING

FEE SCHEDULE

Effective January 1, 2023 - 2024

Professional Fee Schedule

Principal Engineer / Engineer of Record	$238.00hr
Principal Engineer / Assistant Pjt. Mgr.	$185.00hr
Senior Engineer /Project Manager	$175.00hr
Senior Engineer / Project Design	$163.00hr
Senior Engineer / Assistant Pjt. Mgr.	$152.00hr
Project Manager / Cost / Schedule Mgt.	$154.00hr
Engineer III / Project Manager	$145.00hr
Engineer	$136.00hr
Scientist/Geologist	$115.00hr
Engineer III / Staff Engineer	$110.00hr
Engineer II / Project Manager	$120.00hr
Engineer II / Analysis / Geotechnical	$110.00hr
Engineer I / Senior Technician	$ 102.00hr
Engineer I / AutoCAD Engineer	$ 90.00hr
Engineer I / Field Observation	$ 80.00hr
Project Coordinator	$ 95.00hr
Engineer Technician	$ 75.00hr
Clerical/Administrative	$ 73.00hr

EXHIBIT "B"

Scope of Services

The scope of engineering services is for various Hurricane Ian repair and hazard mitigation services, but is not limited to the below referenced projects:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs** ○ **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION** ○ **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**

- **REUSE SYSTEM REPAIRS**

- **STORMWATER SYSTEM**

- **MIDDLE GULF DR. FORCE MAIN**

- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**

- **BEACH EMERGENCY BERM**
  - **Construction of 5 year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION** ○ **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALKS REPLACEMENTS**

- **FISHING PIER REPAIRS/REPLACEMENT**

- **BEACH PARK FACILITY REPAIRS**

- **PERIWINKLE BRIDGE REPLACEMENT**

- **UPSIZE AND NEW REPLECEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**

- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

- **OTHER ENGINEERING, SURVEYING AND ARCHITECTURAL SERVICES AS REQUESTED BY THE CITY.**

NOTE: The City of Sanibel requires that designs utilize environmentally preferable materials at all times where applicable. Environmentally preferable materials refer to recovered/recycled materials and products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy, and water, prevent the creation of solid waste, air pollution or water pollution, minimize the use of materials or processes which compromise the environment, and/or promote the use of non-toxic substances and avoid toxic materials or processes. The City of Sanibel requires the purchase of recycled content products rather than non-recycled products whenever price, quality and availability are comparable. The City utilizes the U.S. Environmental Protection Agency's guidelines for minimum recycle content product standards as a means to meet product preferences.

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

REQUIRED CONTRACT PROVISIONS

REMEDIES

Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

This requirement applies to all FEMA grant and cooperative agreement programs.

ACCESS TO RECORDS

The following access to records requirements apply to this contract: (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor 13 will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRADULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

TERMINATION FOR CAUSE AND CONVENIENCE

All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

This requirement applies to all FEMA grant and cooperative agreement programs.

COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti-Kickback" Act.

The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

Withholding for unpaid wages and liquidated damages. The City of Sanibel shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

The contractor agrees to report each violation to The City of Sanibel and understands and agrees that The City of Sanibel will, in turn, report each violation as required to

assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

EQUAL EMPLOYMENT OPPORTUNITY

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

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants' employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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.

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

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DEBARMENT AND SUSPENSION

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

The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by The City of Sanibel. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to The City of Sanibel, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making ofany 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

SECTION 00806

HMGP Agreement

Mandatory Contract Provisions

Mandatory Contract Provisions as outlined in of Appendix II to 2 C.F.R. Part 200:

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

(C) <u>During the performance of this contract, the contractor agrees as follows</u>:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this

nondiscrimination clause.

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

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

4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

9. contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) Compliance with the Contract Work Hours and Safety Standards Act.

a. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

   $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

c. *Withholding for unpaid wages and liquidated damages.* The **City of Sanibel** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated

damages as provided in the clause set forth in paragraph (b)(2) of this section.

d. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(E) Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b. The contractor agrees to report each violation to the **City of Sanibel** and understands and agrees that the **City of Sanibel** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(F) Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
b. The contractor agrees to report each violation to the **City of Sanibel** and understands and agrees that the **City of Sanibel** will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

(G) Suspension and Debarment

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

180.935).

b) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by **City of Sanibel.** If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to **City of Sanibel**, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(H) Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

(I) APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

a. Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of

any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

- The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____
Date

(J) Procurement of Recovered Materials

a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

c. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(K) Access to Records.

a. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide City of Sanibel, Director Keith Williams, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or

his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the **City of Sanibel** and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(L) DHS Seal, Logo and Flags

a. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

(M) No Obligation by Federal Government

a. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

(N) Program Fraud and False or Fraudulent Statements

a. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Sanibel
Sub-Recipient's Name

-
DEM Contract Number

-
FEMA Project Number

Exhibit D

CITY OF SANIBEL

REQUEST FOR QUALIFICATIONS
Hurricane Ian: Architectural & Engineering Services

CCNA-PW-0-2023/SK

July 3, 2023

City-wide Departmental Services
800 Dunlop Road, Sanibel, FL 33957
(239)472-6397

SUBMISSIONS DUE BY: 5:00 PM, (ET) JULY 20, 2023

PRE-BID CONFERENCE: NONE

NO QUESTIONS WILL BE ACCEPTED AFTER: 5:00 PM, (ET) JULY 14, 2023, all questions must be submitted in writing to scott.krawczuk@mysanibel.com and received by stated time.

SEALED ENVELOPES MUST BE MARKED WITH THE TITLE OF THE BID, BID NUMBER, NAME AND ADDRESS OF THE BIDDER.

Courier Packages (Fedex, UPS) shall clearly state on the outer packaging, the Invitation to Bid Title and the Invitation to Bid Number. If the proper information is not on the courier's outer packaging the Bid/RFQ may be sent back to the Vendor without being opened and/or given consideration for that project.

CITY OF SANIBEL, FLORIDA

LEGAL NOTICE TO REGISTERED PROFFESSIONAL ENGINEERS PURSUANT TO CHAPTER 287, FLORIDA STATUTES
CONSULTANTS' COMPETITIVE NEGOTIATION ACT

INVITATION TO RENDER HURRICANE IAN ARCHITECTURAL & ENGINEERING PROFESSIONAL SERVICES FOR VARIOUS CITY-WIDE DEPARTMENTS INCLUDING: PUBLIC WORKS, NATURAL RESOURCES AND BUILDINGS

REQUEST FOR QUALIFICATIONS – CITY-WIDE ARCHITECTURAL AND ENGINEERING SERVICES

Legal Notice is hereby given that sealed submissions will be received at the Office of the City Engineer, City of Sanibel, Florida, at the Public Works Building, 750 Dunlop Road, Sanibel, until 5:00 P.M., on July 20, 2023. Any proposal offered later than the above time will be returned unopened. Please note that mailing address is 800 Dunlop Road, Sanibel, FL 33957.

The work for which submissions are to be received consisting of the following:

PROFFESSIONAL ARCHITECTURAL & ENGINEERNG SERVICES RELATED TO THE CITY-WIDE HURRICANE IAN RECOVERY AND HAZARD MITIGATION PROJECTS:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs**
  - **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION**
  - **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**
- **REUSE SYSTEM REPAIRS**
- **STORMWATER SYSTEM**
- **MIDDLE GULF DR. FORCE MAIN**
- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**
- **BEACH EMERGENCY BERM**
  - **Construction of 5-year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION**
  - **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALK REPLACEMENTS**
- **FISHING PIER REPAIRS/REPLACEMENT**
- **BEACH PARK FACILITY REPAIRS**
- **PERIWINKLE BRIDGE REPLACEMENT**
- **UPSIZE AND NEW REPLACEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**
- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

*The selected vendors will need to provide and complete inspections and evaluation of project components, prepare design plans and specifications, bidding, grant management, surveying, provide opinion of probable cost, preparation and execution of temporary easements, construction oversight and management, post-construction reporting, permitting and all other duties as required to facilitate a complete project.

Said proposal should conform to the specifications outlined in the Request for qualification documentation. Instructions for preparation and submission of a proposal may be obtained online at: https://www.mysanibel.com/Departments/Public-Works-Department/Bidding-Information

No Proposer's may withdraw their proposal within a period of ninety (90) days following the date set for receiving submissions. The City of Sanibel reserves the right to reject any and all submissions and to waive informalities.

_____
Scott Krawczuk
Deputy Public Works Director

AFFIDAVIT REQUESTED
PUBLISH ONE TIME
Fort Myers News-Press
JULY 3, 2023

SECTION I

INFORMATION & INSTRUCTIONS

1.0 Submission Requirements:

1.1 The complete original proposal must be submitted in a sealed package and received in accordance with the instructions detailed in the cover letter. All submissions shall be marked **City of Sanibel - Hurricane Ian Recovery: Architectural & Engineering Services** Proposer's s shall file all documents necessary to support their proposal and include them with their proposal. Proposers are permitted to submit for any or all of the listed projects. The City will select multiple A&E firms for this Hurricane Ian solicitation. Individual firms will be selected for each project listed in the scope of work. Proposer's shall be responsible for the actual delivery of submissions during business hours to the address indicated on the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time.

1.2 **Proposal Format:** Submissions shall include the following information at a minimum:

a. This Request for Qualifications Document signed by responsible party.
b. Listing with description of Architectural & Engineering capabilities
c. Information on Provider's experience.
d. References (municipal agencies and/or local businesses) with contact names.
e. Provide sample of related/similar projects.
f. Description of tasks and responsibilities required by each position.
g. Provide copies of any applicable licenses and certifications.
h. Public Entities Crime Form
i. All information requested in the Request for qualification document.

1.3 It is the sole responsibility of the Proposer's to assure it has received the entire Request for Qualifications.

1.4 Proposer's s will be notified in writing of any change in the specifications contained in this RFQ.

1.5 No verbal or written information which is obtained other than through this RFQ or its addenda shall be binding on the City of Sanibel.

1.6 **Right of Rejection and for Additional Information:**
All proposers agree to adhering to the attached contract provisions to include the below items. See attached "**Required Contract Provisions."**

a. Respondents to this solicitation 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.

b. Submissions received that fail to comply with these submittal requirements may not be considered for award. Further, the City of Sanibel reserves the right to reject any and all submissions from any Proposer's. There is no obligation for the City of Sanibel to enter into a contract on the basis of any proposal submitted in response to this document.

c. Prior to the final selection, Proposer's s may be required to submit additional information, to provide clarification of information, or to make oral presentations which the City may deem necessary to further evaluate the Proposer's qualifications.

1.7 Request for Additional Information: Any and all questions of Proposer's s regarding this RFQ, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Public Works Director at the address designated in Section 1.16 below and must be received by July 14th, 2023, of the RFQ due date. Only the interpretation or correction provided in writing by the City Engineer or Community Services Director shall be binding.

1.8 Denial of Reimbursement: The City of Sanibel will not reimburse Proposer's s for any cost associated with the preparation and submittal of any proposal, or for any travel and/or per diem costs that are incurred.

1.9 Right of Withdrawal: A proposal may not be withdrawn before the expiration of ninety (90) days from the proposal due date.

1.10 Right of Negotiation: The City of Sanibel reserves the right to negotiate with the selected Proposer's the exact terms and conditions of the contract.

1.11 Exceptions to the RFQ: Proposer's s may find instances where they must take exception with certain requirements or specifications of the RFQ. All exceptions shall be clearly identified, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City of Sanibel and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

1.13 Rights to Submitted Materials: All submissions, responses, inquiries, or correspondence relating to or in reference to this RFQ, and all reports, charts, and other documentation submitted by Proposer's s shall become the property of the City of Sanibel when received.

1.14 Basis of Award: Submissions will be evaluated according to the following criteria at a minimum:

The evaluation will rank Proposer's s based on the scores from the selection criteria point values (see initial score breakdown table provided below).

The selection will be made in accordance with City of Sanibel Procurement Policy, Section 287.055, Florida Statutes and federal requirements in 2 CFR. 200 for Architectural & Engineering Services. Some or all of the responding Proposer's (s) may be requested to provide interviews and/or presentations of their proposal, for the ranking process.

Agreement/Contract fees will be negotiated in accordance with federal regulations 2 CFR 200 and Section 287.055, Florida Statutes.
The recommendation to award, negotiated rates, and agreement/contract(s) will be submitted to the City Council for approval.

If a satisfactory agreement/contract(s) cannot be negotiated in a reasonable amount of time, the City, in its sole discretion, may terminate negotiations with the selected Proposer's (s) and begin agreement/contract negotiations with the next finalist.

The Procurement Management Director reserves the right to exercise his or her discretion to:

Make award(s) to one or multiple Proposer's s.
Waive minor informalities in any response;
Reject any and all submissions with or without cause;
Accept the response that in his or her judgment will be in the best interest of the City of Sanibel.

The selection shall be by Selection Committees consisting of staff representatives from the appropriate City Departments as approved by the Procurement Management Director or designee.

The Selection Committees will receive and review written submissions in response to this Request for qualification (RFQ). Responses will be evaluated against a set of criteria to determine those Proposer's s/Firms most qualified and suited for each project

1.	Technical Capability – 25 points.
2.	Key Staff Project Understanding and Approach, Staff Ability– 25 points.
3.	Similar Project Experience – 20 points.
4.	Workload (sufficient staffing) – 10 points.

5.	Municipal Experience (prior work with city governments) – 15 points.
6.	Ability to Meet Time Requirements– 5 points.

1.15 Copies: An original and three (3) copies of the proposal and supporting documents must be submitted in response to the RFQ. In addition, include electronic PDF version of proposal to the City.

1.16 Contacts: Proposer's s must submit submissions in accordance with the instructions contained in this RFQ. All requested information must be submitted with the proposal. Instructions for preparation of submission are contained in this package. Questions regarding this Request for qualification should be directed to:

City of Sanibel
Public Works Department
Scott Krawczuk, Deputy Public Works Director
800 Dunlop Road
Sanibel, FL 33957
phone (239) 472-6397
email: scott.krawczuk@mysanibel.com

1.17 Agreement: Fee for services will be negotiated with the selected Proposer's, and the Proposer's will be required to enter into a formal agreement with the City of Sanibel.

1.18 Contract Term: The initial term of the contract shall be for a period of FIVE (5) years. Rates of the fee schedule within the contract may be reviewed on an annual basis, at which time amended costs may be submitted by the Proposer's to City to reflect the current average market value of the services listed in the fee schedule, with proof of such market value to be established in writing by Proposer's to City's satisfaction. The City reserves the right to renew the contract for ONE (1) additional FIVE (5)-year term after concurrence of both parties on any negotiated changes to the terms and specifications contained in the contract.

1.19 Termination of Contract: The City of Sanibel may cancel the agreement at any time for breach of contractual obligations or for convenience, by providing the provider with a written notice of such cancellation. Should the City of Sanibel exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the provider, but if such cancellation is for convenience, it shall not be earlier than 30 days from the date of such written notice. In the event of termination for any reason, the City of Sanibel shall have no continuing financial or other obligations to the provider from the effective date of the termination through what otherwise would have remained of the contract term.

1.20 Cooperative Purchasing: Other government agencies may be allowed to piggyback on this contract.

1.21 Compliance with Laws: In connection with the furnishing of supplies or performance of work under the contract, the provider agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act, and all other applicable Federal, State, County, and City codes, rules, laws, regulations, requirements and executive orders to the extent that the same may be applicable and further agrees to insert the foregoing provision in all subcontracts awarded hereunder. This RFQ is in accordance with, but not limited to, Section 287.055, Florida Statutes and the Consultants' Competitive Negotiation Act (CCNA).

Proposer's should provide, at or before the time of the opening of the proposal, all necessary local business tax receipts, permits and/or licenses required for this product and/or services.

1.22 Disadvantaged Business Enterprise

Proposer's are required to indicate whether the Firm and/or any proposed sub-consultants are a Disadvantaged Business Enterprise (DBE). The City of Sanibel encourages the utilization and participation of DBE's in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms are encouraged to respond.

1.23 Anti-Lobbying Clause (Cone of Silence)

In accordance with Section 287.057(23), Florida Statutes, Proposer's s/Respondents to this solicitation 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.

1.24 Drug Free Workplace

City of Sanibel encourages Drug Free Workplace programs as defined in accordance with Section 287.087, Florida Statutes.

1.25 Anti-Discrimination Employment Opportunity

The Proposer's agrees to comply, in accordance with Florida Statute 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), and the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the City hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The Proposer's will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The Proposer's will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.

The Proposer's will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The Proposer's will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.26 Public Records

Unless specifically exempted by Florida law, in whole or in part, Proposer's shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and 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.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records is possession of the Proposer's upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

1.27 E-Verify

A. In compliance with Section 448.095, Fla. Stat., CONTRACTOR and its sub-contractor must be registered with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

(1) CONTRACTOR shall require each of its sub-contractors to provide CONTRACTOR with an affidavit stating that the sub-contractor does not employ, contract with, or sub-contract with an unauthorized alien. CONTRACTOR shall maintain a copy of the sub-contractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

(2) The OWNER, CONTRACTOR, or any sub-contractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

(3) The OWNER, upon good faith belief that a sub-contractor knowingly violated the provisions of this section, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR, and CONTRACTOR shall immediately terminate the contract with the sub-contractor.

(4) A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the OWNER for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the OWNER as a result of termination of any contract for a violation of this section.

Subcontracts. CONTRACTOR or sub-contractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the sub-contractor to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any sub-contractor or lower tier sub-contractor with the clauses set forth in this section.

1.28 No Local Preference

The Sanibel Code of Ordinance, Part II – Sanibel Code, Chapter 2 – Administration, Article IV - Finance, Division 4 - Contracts and Purchases, Section 2-330 Competitive Sealed Bids, (k); provides for a "local vendor preference" which provides for a preference to local city and local county businesses. Subsection (k)(3)(c.)(2.) provides local vendor preferences are inapplicable to CCNA contracts.

1.29 Suspension and Debarment Clause

A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (ww.SAM.gov) as suspended or debarred, **CANNOT** be awarded a contract.

SECTION II

SCOPE OF WORK

2.0 PURPOSE:

The City of Sanibel is soliciting multiple qualified A&E firms to provide various Hurricane Ian repair and hazard mitigation services for the below referenced projects:

- **DONAX WRF**
  - **Mechanical and Electrical repairs with Project Management**
  - **Hazard Mitigation Identification**
  - **Treatment Plant Process Optimization due to Hurricane Ian Related Changes in Influent Wastewater Characteristics**

- **LIFT STATIONs**
  - **Control Panel replacement**
  - **Hazard Mitigation Identification**

- **JORDAN FILTER MARSH RESTORATION**
  - **Mechanical and Electrical Repairs**
  - **Hazard Mitigation Identification**

- **WASTEWATER COLLECTION SYSTEM REPAIRS**
- **REUSE SYSTEM REPAIRS**
- **STORMWATER SYSTEM**
- **MIDDLE GULF DR. FORCE MAIN**
- **EFFLUENT DISPOSAL POND APPLE SITE REPAIRS**
- **BEACH EMERGENCY BERM**
  - **Construction of 5 year storm event Sand Berm**

- **City-wide BEACH AND DUNE RESTORATION**
  - **Sand Placement**
  - **Native Plant Installations**

- **BEACH ACCESS DUNE WALKOVERS AND BOARDWALKS REPLACEMENTS**
- **FISHING PIER REPAIRS/REPLACEMENT**
- **BEACH PARK FACILITY REPAIRS**
- **PERIWINKLE BRIDGE REPLACEMENT**
- **UPSIZE AND NEW REPLECEMENT GENERATORS AT CITY HALL AND RECREATION FACILITIES**
- **ANY OTHER HURRICANE REPAIR AND HAZARD MITIGATION PROJECTS AS DEEMED NECESSARY FOR RECOVERY**

2.1 BACKGROUND:

The City of Sanibel plans to engage the professional and technical services of several Florida registered professional architectural and engineering firms to assist with The City's various Hurricane Ian damages and hazard mitigation projects.

2.2 SCOPE:

A. PROFFESSIONAL ARCHITECTURAL & ENGINEERNG SERVICES:

The scope of architectural and engineering services may include, but is not limited to the following:

1. General architectural, engineering and hazard mitigation services including attendance at meetings, determination of applicable codes and standards, review materials, negotiations of various kinds, staff assistance, miscellaneous engineering and other functions relating to Hurricane Ian Recovery.

2. Study and report services, permitting, preparation of engineering and financial reports and cost estimates pertaining the City's recovery from Hurricane Ian.

3. Supplementary and special services as may be authorized by the city, such as field surveys and reports.

4. The selected firms will be required to interact with the Sanibel City Council and Planning Commission, City committees, City staff, other governmental regulatory and permitting agencies, and the public on an as needed basis. Presentations before City Council and Planning Commission may be necessary, along with legal testimony as required. A firms may desire to affiliate with one or more firms in responding to this proposal for the purpose of providing the full range of services sought by the city. The City reserves the right to select one or more consulting firms or teams of firms for these services.

5. Beach surveying; beach fill project design; preparation of engineered plans for beach nourishment projects; preparation of permit applications, bid documents, technical specifications, opinion of probable cost estimates; preparation and execution of temporary easements; construction oversight; post-construction reporting; and/or similar tasks necessary for implementation of a 5-yr emergency berm and the beach nourishment projects on Sanibel.

6. Perform construction surveying/layout and record drawing surveying as needed.

7. Prepare easements and subsequent recording of documents.

8. Filter Marsh site surveying, evaluation, repair and/or replacement of electrical components including but not limited to pump station, flow meters, all electrical components to include panels, and ground boxes/wiring, grading, storm debris quantification necessary to return the Jordan Marsh to pre-storm condition, aquatic vegetation removal and/or installation; and other tasks identified for hazard mitigation.

9. Engineering design, survey work, inspections and construction management work to support construction projects.

10. Prepare and obtain required permitting for engineering projects.

11. Attend and assist with City Council meeting and open house presentations as related to projects.

12. Assisting the City with responding to public concerns and comments.

13. Other miscellaneous engineering and surveying services as requested by the City.

14. The City of Sanibel requires that designs utilize environmentally preferable materials at all times where applicable (i.e., recovered /recycled materials). Environmentally preferable materials refer to products that have a lesser or reduced effect on human health and the environment when compared with competing products that serve the same purpose. These products minimize the consumption of resources, energy and water, prevent the creation of solid waste, air pollution or water pollution, minimize the use of materials or processes which compromise the environment, and/or promote the use of non-toxic substances and avoid toxic materials or processes. The City of Sanibel requires the purchase of recycled content products rather than non-recycled products whenever price, quality and availability are comparable. In addition, the City will utilize the U.S. Environmental Protection Agency's guidelines for minimum recycle content product standards as a means to meet product preferences.

15. Contractor agrees to comply with applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q), 2CFR 200, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA

and the Regional Office of the Environmental Protection Agency (EPA).

2.3 QUALIFICATIONS OF THE FIRM:

A. Proposer's s shall provide a description and history of the firm on previous governmental experience using following guidelines:

1. Recent experience demonstrating current capacity and current expertise in architectural, engineering and hazard mitigation project work.

2. Documented knowledge and experience of Federal, State, and Local agencies, State and Federal programs, funding sources and reimbursement process.

3. Document Municipal Experience with listing (prior work with city governments)

4. Ability to Meet Time Requirements - Provide attestation to coordinate and prioritize all referenced A&E scopes of work as determined by The City.

B. Provide at least three (3) municipal references for which the firm has performed services that are similar to the requirements in the Scope of Services. Provide the reference contact name, address, e-mail address, telephone numbers, and date of the contract.

2.4 QUALIFICATIONS OF THE STAFF:

Provide an organizational chart, resumes, and summary of staff qualifications. Key project staff (management staff including, but not limited to, project manager, engineers, surveyors, office staff, etc.) must be full time employees of the proposing firm and have experience in the following:

1. Experience demonstrating current capacity and current expertise in architectural, engineering and hazard mitigation services. The Proposer's must demonstrate experience for at least three (3) government entities.

2. Documented knowledge and experience of Federal, State, and Local agencies, state and federal programs.

2.5 INSURANCE:

Proposer's s shall purchase and maintain such comprehensive general liability and other insurance as well as provide protection from claims set forth below which may arise out of or result from Proposer's performance of the Work and Proposer's other obligations under the Contract Documents, whether such performance is by Proposer's , by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. All insurance policies shall be with insurers qualified to do business in the state of the Project location.

a. Types: The types of insurance required to obtain and maintain for the full period of the Contract will be: Workmen's Compensation and Employer's Liability, Comprehensive General Liability and Automobile Liability, and an Excess Liability Umbrella Insurance as detailed in the following specifications.

b. Evidence: As evidence of specified insurance coverage, the Owner may, in lieu of actual policies, accept a Certificate of Insurance on Accord Form 25 issued by the insurance carrier showing such policies in force for the specified period. Each policy or certificate will bear an endorsement or statement waiving right of cancellation or reduction in coverage without ten days notice in writing to be delivered by registered mail to the Owner. Should any policy be canceled before final payment by the Owner to the Proposer's and the Proposer's fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to deduct the cost thereof from any sum due the Proposer's under this Contract.

c. Adequacy of Performance: Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should such insurance be canceled before the end of the guaranty period and the Proposer fails immediately to procure other insurance as specified, the Owner reserves the right to procure such insurance and to charge the cost thereof to the Proposer's.

d. Payment of Damages: Nothing contained in these insurance requirements is to be construed as limiting the extent of the Proposer's responsibility for payment of damages resulting from his operations under this Contract.

1. COMPREHESIVE GENERAL LIABILITY INSURANCE:

a. General liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include premises-

operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors, and personal injury. The limits for bodily injury shall be $500,000 each occurrence and $500,000 aggregate. The limits for property damage shall be $100,000 each occurrence and $100,000 aggregate.

b. Automobile liability insurance shall provide full comprehensive form coverage for both bodily injury and property damage. Such coverage shall include owned, hired, and non-owned vehicles. The limits for bodily injury shall be $500,000 each person and $500,000 each accident. The limits for property damage shall be $100,000.

c. Excess liability insurance shall provide an umbrella form coverage for both bodily injury and property damage combined with a minimum limit of $2,000,000.

d. Indemnity: Included in such insurance will be contractual coverage sufficiently broad to insure the Owner, the Engineer, their consultants and each of their officers, agents, and employees as additional insured under the General Liability Policy. See Paragraph 2.4.05 below for provisions of Indemnity.

2. WORKERS' COMPENSATION INSURANCE:

Proposer's shall provide the statutory Workers' Compensation and Employer's Liability Insurance requirements of the most current and applicable state Workers' Compensation Insurance Laws.

2.7 TECHNICAL APPROACH:

Provide a detailed plan of approach that explains how your firm intends to comply with and meet the anticipated deliverables as detailed within this solicitation. Provide a copy of Proposer's internal training program.

2.8 PUBILC ENTITY CRIME FORM:

Please submit completed public entity crime form with proposal. Public Entity Crime Form format provided with this RFQ.

SECTION III

PROPOSAL

I have read and understand the requirements of this proposal, and agree to provide the required services in accordance with this proposal and all attachments, exhibits, etc. I agree to furnish the services as described in RFQ except where specific exception has been taken.

ADDENDA

Receipt of Addenda Nos. is hereby acknowledged.

Respectfully submitted,

_____
Proposer's
(Individual___)(Partnership___)
or (Corporation___)

(SEAL)

Signed _____

Name (print) _____

Address _____

City/State _____

Telephone _____

Fax _____

Email _____

DATE:

_____

NOTE: The legal status of the Proposer's , whether as an individual, partnership or corporation, must be indicated above, and all pertinent information as required of the Specifications must be furnished.

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

1. This sworn statement is submitted to _____
(print name of the public entity)

by _____
(print individual's name and title)

for

_____
_(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes

those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

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

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

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

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

_____
(signature)

Sworn to and subscribed before me this _____day of _____, 20____.

Personally known _____ _____

OR Produced identification_____ Notary Public - State of Florida_____

_____
(type of identification) My commission expires_____

_____
(printed, typed or stamped
commissioned name of notary public.)

END OF
SECTION

AGENDA MEMORANDUM *Natural Resources Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

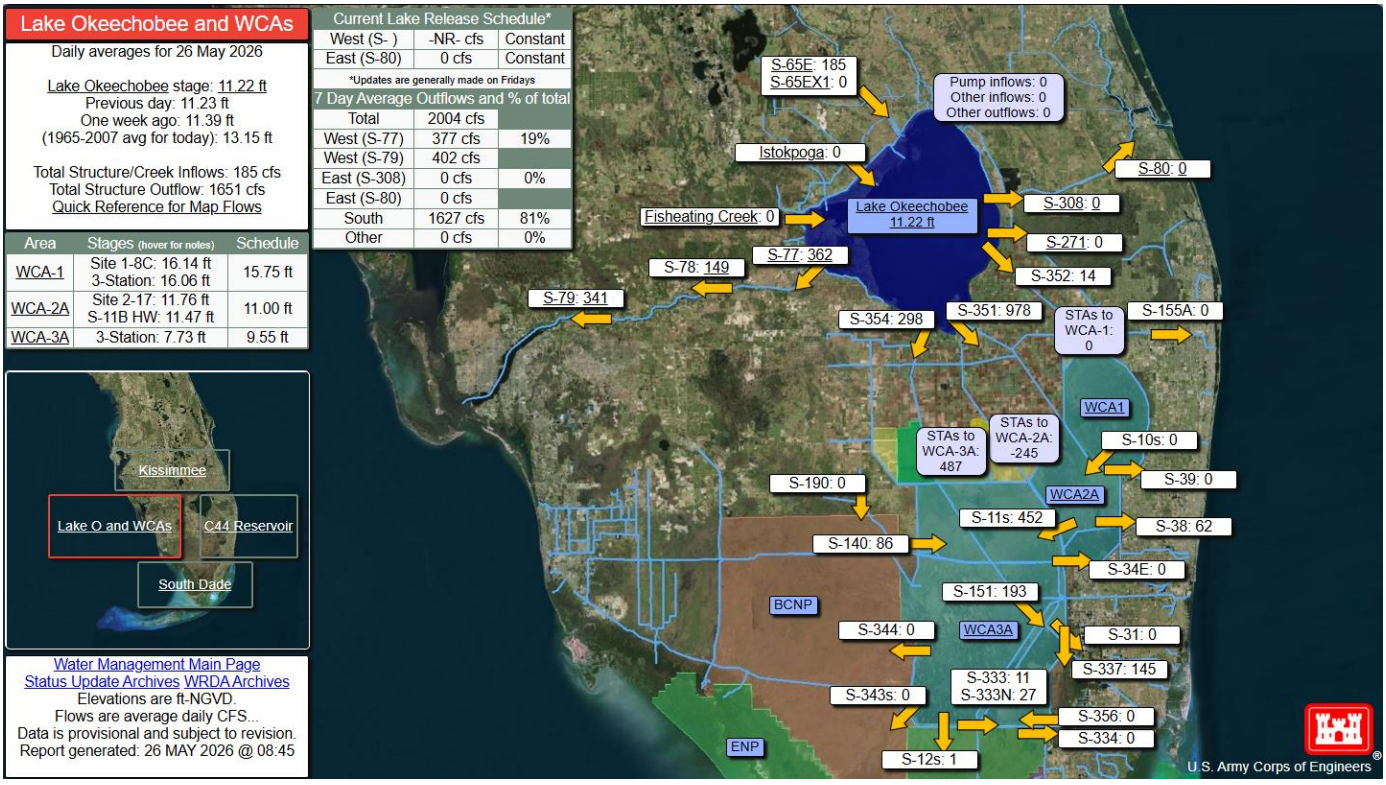
From: Holly Milbrandt, Natural Resources Director

Date: May 26, 2026

SUBJECT: Natural Resources Water Quality Updates

BACKGROUND:

CALOOSAHATCHEE RIVER & ESTUARY CONDITIONS REPORT



Click to view: [May 19, 2026 Caloosahatchee Conditions Report]

CURRENT RAINFALL AND CLIMATE OUTLOOK

For May 2026 to date, rainfall within the SFWMD is below normal at 3.08" (88%), with the SW Coast and the West EAA Agriculture regions being the only two areas with above normal rainfall (111-113%).
https://www.sfwmd.gov/weather-radar/rainboard

For the 2025/2026 dry season to date (October 11, 2025-May 14, 2026), the SFWMD has received 11.86" of rain (65% of normal). Rainfall has varied across the District, with the SW Coast, Western EAA, Water Conservation Area 3, and Lake Okeechobee regions being the driest (54-58% of normal), and the east coast counties (Palm Beach, Broward, Miami-Dade, and the Florida Keys) being the wettest (75-77% of normal).
https://www.sfwmd.gov/weather-radar/rainboard

The NOAA Climate Prediction Center one-month Probability Outlook for June 2026 indicates a 33-40% chance of above normal rainfall for south Florida and a 40-50% chance of above normal rainfall for central and north Florida.
https://www.cpc.ncep.noaa.gov/products/predictions/long_range/lead14/

The three-month outlook for Jun-Jul-Aug 2026 indicates equal chances of above normal, normal, and below normal rainfall for Florida.
https://www.cpc.ncep.noaa.gov/products/predictions/long_range/lead01/off01_prcp.gif

NOAA ENSO Report (updated on 5/18/2026):

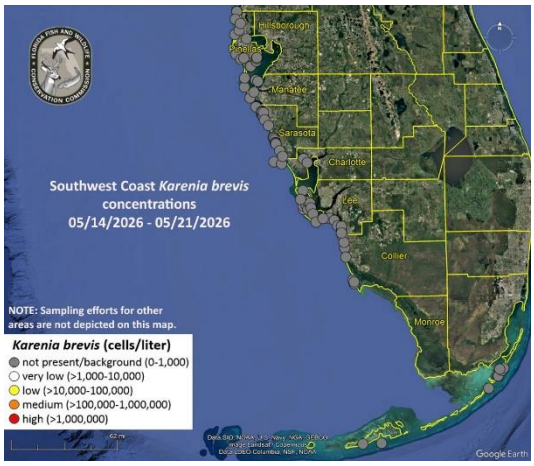
- ENSO-neutral conditions are present.
- Equatorial sea surface temperatures (SSTs) are near-to-above-average across the central and eastern Pacific Ocean.
- El Niño is likely to emerge soon (82% chance in May-July 2026) and continue through Northern Hemisphere winter 2026-27 (96% chance in December 2026-February 2027).
- https://www.cpc.ncep.noaa.gov/products/analysis_monitoring/lanina/enso_evolution-status-fcsts-web.pdf

ALGAE BLOOMS

Red Tide: FWC Update for May 22, 2026
https://myfwc.com/research/redtide/statewide/

Over the past week, the red tide organism, *Karenia brevis*, was observed at background concentrations in one sample from Northwest Florida.

Fish kills & respiratory irritation suspected of being related to red tide were not reported.



Blue-Green Algae: ProtectingFloridaTogether.gov
A blue green algae caution is in effect for the Caloosahatchee River-Sebastain Canal as of 5/18/2026 and at Lake Okeechobee – S308C (east side of Lake O).

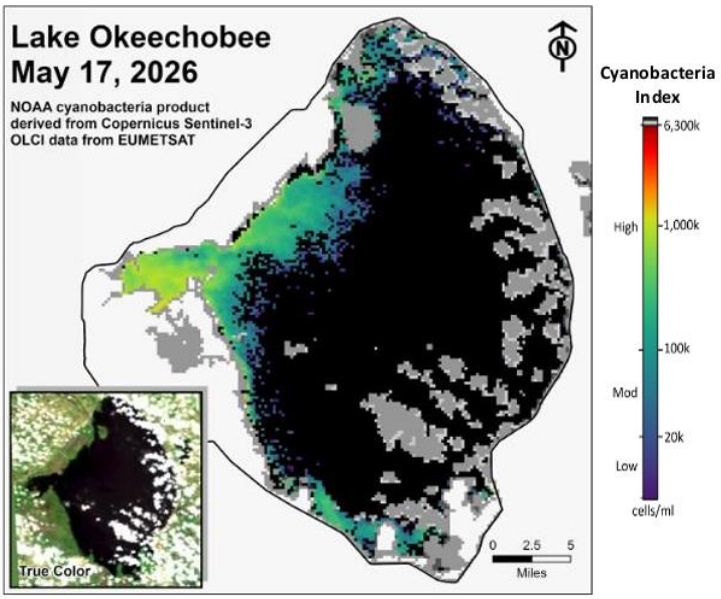


Figure LO-6. Cyanobacteria bloom index level on Lake Okeechobee, based on NOAA's harmful algal bloom monitoring system. Gray color indicates cloud cover. *Provisional NOAA image, subject to change*.

Red Drift Algae: Locally heavy red drift algae deposits continue to occasionally appear on Sanibel beaches.

Trichodesmium: No reports

Sargassum: No reports

PAST MEETING HIGHLIGHTS & UPDATES

CHNEP Management Committee
May 8, 2026
Port Charlotte, FL
https://www.chnep.org/management-committee

- Innovative solutions in water supply — Kristine Morris, Florida Department of Environmental Protection
- Leveraging wetlands as a multi-benefit one water tool for water supply and water quality enhancement — Allison Lewis, Jacobs

Florida Fish and Wildlife Conservation Commission Meeting
May 13-14, 2026
Fort Myers, FL
https://myfwc.com/about/commission/commission-meetings/may-2026/

- Update on Volunteerism and Public Participation in Conservation
- The Nose Knows: Using a detection dog to reveal the hidden ecology of mink, spotted skunks, and weasels.

SFWMD Governing Board Meeting
May 14, 2026
9:00 AM
West Palm Beach, FL
https://www.sfwmd.gov/news-events/meetings

- Executive Director's Report
    - SFWMD will initiate a monthly 1-page summary of the status of the Stormwater Treatment Areas (STAs) in meeting the Water Quality Based Effluent Limit (WQBEL) to ensure that STA discharges meet the Everglades Water Quality Standard of 10 ppb (TP criterion). Water Year (WY) 2027 (5/1/2026–4/30/2027) will be first year of the first 5-year compliance cycle.
    - Report from Friends of the Everglades: 2026 Update on Everglades Water Quality and STA Performance
- Snake Land and Cattle Water and Nutrient Retention Project - As part of the Northern Everglades and Estuaries Protection Program (NEEPP), the Snake Land and Cattle Water and Nutrient Retention Project, located in Glades County, is the result of the Caloosahatchee River Watershed Water Storage Initiative Request for Proposals released in May 2025. Snake Land and Cattle, LLC will provide stormwater retention services utilizing 632 acres of the ranch land located in the West Caloosahatchee Basin. The project is estimated to store approximately 1,800 acre-feet of water per year. The ancillary nutrient retention benefits from the project are approximately 700 pounds of phosphorous and 6,000 pounds of nitrogen annually. The negotiated ten-year agreement includes up to one year for implementation (design, permitting, and construction) and nine years of operation.
- Proclaimed May 17-23, 2026 as Water Reuse Week
- Approved the final project list for submission to FDEP the final project list for the 2026-2027 Alternative Water Supply Funding Program

UPCOMING MEETINGS & EVENTS

Integrated Delivery Schedule (IDS) Virtual Workshop
May 29, 2026
9:00 AM - 12:00 PM
Virtual
https://www.evergladesrestoration.gov/workshops/may-29-2026-ids-workshop

SFWMD Governing Board Meeting
June 11, 2026
9:00 AM
West Palm Beach, FL
https://www.sfwmd.gov/news-events/meetings

SFWMD Governing Board Meeting
July 9, 2026
9:00 AM
West Palm Beach, FL
https://www.sfwmd.gov/news-events/meetings

C&SF Water Management: Local Engagement and Collaboration - Seasonal Assessment Point - Wet Season
June 16, 2026
9:30 AM - 1:30 PM
Virtual
As part of the Lake Okeechobee System Operations Manual (LOSOM) implementation and to continue the model of seasonal assessments in the Combined Operations Plan (COP), the Central and Southern Florida (C&SF) system operating agencies, will be hosting a Seasonal Assessment Point on Tuesday, June 16th, 2026. The Seasonal Assessment Point will cover both the northern and southern regions of the C&SF system with the intent to identify the desired outcomes for the 2026 wet season. A part of the workshop will be focused on a review of the system-wide conditions over the past several seasons (a look back) and climate projections (a look forward). The workshop discussion will help assess operational goals and strategies for the wet season across the south Florida system – which in turn will set the trajectory that can be reviewed at each subsequent monthly meeting for the north and south regions. Each stakeholder will have an opportunity to provide data, assessments, and desired outcomes/goals for the wet season – which can be provided in writing or verbally during the meeting.

FUNDING SOURCE: N/A

RECOMMENDED ACTION: N/A

News-Press.

OPINION *This piece expresses the views of its author(s), separate from those of this publication.*

Agencies neglect needed water flows in Caloosahatchee River | Opinion

Pleas to increase flows from the scientific community on the west coast have been ignored by the Corps of Engineers and Water Management District

Lee County Commissioner Kevin Ruane

May 22, 2026, 6:03 a.m. ET

Key Points

- Lee County officials argue that recent water management decisions have harmed the Caloosahatchee River and Estuary.
- The US Army Corps of Engineers and South Florida Water Management District have been criticized for restricting freshwater flows to the estuary.
- Scientists and local organizations have unsuccessfully advocated for increased water flows to prevent ecological damage.
- Lee County residents face stricter water restrictions than other areas receiving water from Lake Okeechobee.

US Army Corps of Engineers (USACE) Col. Brandon L. Bowman released an op-ed in February 2026 that stated: "Florida's water story in 2025 was one of progress, partnership and a shared commitment to responsible stewardship." It went on to state: "Our mission is shared. Our success is collective. And our commitment is unwavering. In the months ahead, the Corps will continue working with the South Florida Water Management District and all our partners to sustain the gains we have made, protect the environment we cherish and support

the communities that rely on this water every day. Even in a challenging dry season, that work continues — steady, coordinated and unified."

Lee County begs to differ. Operational decisions made by the USACE and South Florida Water Management District (SFWMD) during the last six months have been anything but collective and certainly not for the protection of the environment.

The extended period of below-normal rainfall since early 2025 has caused the USACE and SFWMD to adopt a "water conservation" mindset. What has been left unstated by either agency is that this "conservation mindset" has meant sacrificing desperately needed fresh water to the Caloosahatchee River and Estuary (CRE) without actually "conserving water" through operational restrictions or additional conservation measures in any other part of the system.

The CRE is a complex and dynamic ecosystem that requires optimum flows to maintain beneficial salinity ranges for the organisms that need it for survival. Weather is an obvious and uncontrollable factor in estuary conditions. Low flows and lack of water, which are not as visually obvious or compelling as what we see with damaging high flows, cause just as much or more damage to the CRE ecosystem as extreme high flows. This damage is unobservable to the casual observer, but scientists and agency decision-makers are fully aware of the insidious damage that the extended period of low flows is causing.

Pleas to increase flows to the CRE from members of the scientific community on the west coast, including Lee County and science-based nonprofit organizations such as the Sanibel Captiva Conservation Foundation and Audubon Florida, have gone ignored by the USACE and SFWMD. Requests for specific flows to the Caloosahatchee are based on established best science and recommendations from an interdisciplinary team of scientists from the very agencies (USACE, SFWMD) whose leadership has decided to sacrifice the

Caloosahatchee estuary with their decisions. Even after SFWMD leadership readily acknowledged at the March Governing Board meeting that the incremental amount of water needed to avoid causing significant harm to the environment in Lee County was negligible, the SFWMD and USACE declined to help. Meanwhile, Lee County residents are under a one-day per week watering restriction, a requirement far more strict than other areas that continue to benefit from fresh water from Lake Okeechobee.

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Despite relentless comment, requests, scientific defense of and recommendation to increase flows to the Caloosahatchee in a variety of forums and from a variety of stakeholders, agency leadership has shown an unashamed lack of communication, response, presence, engagement and concern where Lee County's environmental health is concerned. Communication directly to Col. Bowman has gone unanswered. This sporadic communication is uncharacteristic of past leadership at the USACE – an agency that once held bi-weekly calls with partner governments and maintained a regular presence of leadership in our community.

While the State of Florida has invested millions of dollars in restoration of critical tape grass beds in the Caloosahatchee, the operational decisions made in the last six months have undermined or totally negated these improvements, a colossal waste of taxpayer money. Yet this wasted money will be nothing compared to the loss of fisheries and declining water quality that we will experience during the next few years as a result of decisions from the last six months.

It is the USACE and SFWMD's role to balance many interests in the management of Lake Okeechobee and the region's water resources. The operational decisions that have been made during the past six months do not represent balance. These decisions reflect a lack of commitment to the restoration, protection and management of the CRE, and indifference to the scientific community that has – in a unified and increasing voice – called for

even the minimum freshwater flow needed to maintain a healthy environment. We expect better from the leadership at SFWMD and the USACE.

Kevin Ruane was elected to the Lee Board of County Commissioners after serving as the mayor of Sanibel for more than a decade.

AGENDA MEMORANDUM *Finance Department*

City Council Regular Meeting Date: June 2, 2026

To: City Council

From: Steve C. Chaipel, Deputy City Manager/CFO

Date: May 7, 2026

SUBJECT: Sanibel Causeway Traffic Counts – April 2026

As reported to the City by the Lee County Department of Transportation, April 2026 Sanibel Causeway inbound vehicles increased by 8.62% as compared to April 2025.

Traffic crossing the causeway continues to improve over the prior year. April 2026 traffic counts were the highest since 2022.

	2022	2023	2024	2025	2026	2026 vs 2025	
January	311,596	190,919	252,892	261,462	273,879	12,417	4.75%
February	317,584	207,699	260,436	257,419	277,773	20,354	7.91%
March	363,863	246,296	285,946	296,471	329,376	32,905	11.10%
April	332,323	226,212	259,576	269,069	292,255	23,186	8.62%
May	303,569	226,250	243,399	257,569	-		
June	279,042	212,373	214,950	236,290	-		
July	299,834	212,189	227,658	245,139	-		
August	257,717	210,811	207,418	215,005	-		
September	199,312	200,549	184,669	193,419	-		
October	-	223,326	187,618	228,916	-		
November	-	213,918	224,479	230,466	-		
December	130,165	208,065	235,203	250,109	-		
YTD Total	**1,325,366**	**871,126**	**1,058,850**	**1,084,421**	**1,173,283**	**88,862**	**8.19%**
Total Year	**2,795,005**	**2,578,607**	**2,784,244**	**2,941,334**	**1,173,283**	**88,862**	**(60.11%)**

* Table compares prior year's monthly activity with current year's monthly activity. YTD Total row is through the current month for all years shown

The tables on the following page compare the current year with the last five fiscal years for both fiscal year to date and total year to date counts.

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	Change from Prior Month
October	246,035	269,353	-	223,326	187,618	228,916	18.35%
November	242,527	281,379	-	213,918	224,479	230,466	0.68%
December	270,520	307,355	130,165	208,065	235,203	250,109	8.52%
January	282,778	311,596	190,919	252,892	261,462	273,879	9.50%
February	293,554	317,584	207,699	260,436	257,419	277,773	1.42%
March	352,029	363,863	246,296	285,946	296,471	329,376	18.58%
April	330,664	332,323	226,212	259,576	269,069	292,255	(11.27%)
May	323,157	303,569	226,250	243,399	257,569		
June	300,788	279,042	212,373	214,950	236,290		
July	307,599	299,834	212,189	227,658	245,139		
August	252,803	257,717	210,811	207,418	215,005		
September	233,764	199,312	200,549	184,669	193,419		
Total FY	**3,436,218**	**3,522,927**	**2,063,463**	**2,782,253**	**2,879,143**	**1,882,774**	

* Table compares prior month's activity with current month's activity for current fiscal year

	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026
October	246,035	269,353	-	223,326	187,618	228,916
November	242,527	281,379	-	213,918	224,479	230,466
December	270,520	307,355	130,165	208,065	235,203	250,109
January	282,778	311,596	190,919	252,892	261,462	273,879
February	293,554	317,584	207,699	260,436	257,419	277,773
March	352,029	363,863	246,296	285,946	296,471	329,376
April	330,664	332,323	226,212	259,576	269,069	292,255
FYTD	**2,018,107**	**2,183,453**	**1,001,291**	**1,704,159**	**1,731,721**	**1,882,774**

*Table compares current fiscal year-to-date (YTD) with prior years fiscal YTD

Notes

- Phase 1 of the causeway island rehabilitation project was completed in April 2025. The causeway islands reopened to beach visitors on May 1, 2025.
- Hurricane Milton affected the island on October 9-10, 2024. The causeway was closed to traffic for most of the day on October 10, 2024.
- Hurricane Helene passed the island in the Gulf of Mexico on September 26, 2024.
- On March 9, 2020 Governor DeSantis declared a state of emergency for the State of Florida due to COVID-19. On March 17,2020 Lee County declared a local state of emergency related to the same. The City Council declared a local state of emergency on March 18, 2020. As a result of these actions, visitation and traffic to the island was significantly negatively impacted starting in March 2020. The state of emergency ended in June 26, 2021.
- On September 28, 2022 Hurricane Ian made landfall in Sanibel causing catastrophic damage. The causeway was significantly damaged and vehicular traffic did not resume travel until late October 2022. Traffic counts resumed in December 2022; however, tolls did not resume until January 1, 2023.

Lee County Toll System

PERIODIC DAILY AVI TRAFFIC REPORT

Sanibel Island

Start Date: 04/01/2026 End Date: 04/30/2026

Revenue Date	Prepaid Variable			Prepaid			AVI Exempt	Total
	AVI	AVI Red	AVI Full	AVI	AVI Red	AVI Full		
04/01/2026	0	0	0	3186	1869	1977	78	7110
04/02/2026	0	0	0	2866	1937	1964	71	6838
04/03/2026	0	0	0	3556	1857	1811	42	7266
04/04/2026	0	0	0	3732	1520	1337	36	6625
04/05/2026	0	0	0	2868	1178	926	42	5014
04/06/2026	0	0	0	2969	1725	1678	50	6422
04/07/2026	0	0	0	2428	1774	1915	57	6174
04/08/2026	0	0	0	2746	1897	1951	69	6663
04/09/2026	0	0	0	2846	1815	1975	71	6707
04/10/2026	0	0	0	3280	1827	1923	62	7092
04/11/2026	0	0	0	3595	1486	1313	44	6438
04/12/2026	0	0	0	3197	1258	1026	29	5510
04/13/2026	0	0	0	2614	1813	1853	60	6340
04/14/2026	0	0	0	2663	1791	1940	79	6473
04/15/2026	0	0	0	2783	1824	1964	68	6639
04/16/2026	0	0	0	2831	1811	1945	62	6649
04/17/2026	0	0	0	2843	1647	1335	43	5868
04/18/2026	0	0	0	3476	1384	1266	37	6163
04/19/2026	0	0	0	3005	1242	1023	43	5313
04/20/2026	0	0	0	2458	1629	1819	57	5963
04/21/2026	0	0	0	2628	1770	1928	57	6383
04/22/2026	0	0	0	2626	1751	1912	73	6362
04/23/2026	0	0	0	2543	1792	1920	67	6322
04/24/2026	0	0	0	2939	1679	1898	53	6569
04/25/2026	0	0	0	3369	1290	1215	31	5905
04/26/2026	0	0	0	2823	1158	946	30	4957
04/27/2026	0	0	0	2447	1638	1802	58	5945
04/28/2026	0	0	0	2524	1701	1930	63	6218
04/29/2026	0	0	0	2503	1682	1963	70	6218
04/30/2026	0	0	0	2477	1645	1945	84	6151
Total:	0	0	0	86821	49390	50400	1686	188297

PERIODIC DAILY LANE TRAFFIC REPORT

Sanibel Island

Start Date: 04/01/2026 End Date: 04/30/2026

Date	Lane 1	Lane 2	Lane 3	Total
04/01/2026	4,272	4,577	2,350	11,199
04/02/2026	4,256	4,618	1,656	10,530
04/03/2026	4,318	5,334	1,961	11,613
04/04/2026	4,517	5,338	1,726	11,581
04/05/2026	3,579	3,976	1,156	8,711
04/06/2026	4,018	4,671	1,619	10,308
04/07/2026	3,513	4,319	1,453	9,285
04/08/2026	3,874	4,623	1,582	10,079
04/09/2026	3,871	4,639	1,678	10,188
04/10/2026	4,119	4,992	1,831	10,942
04/11/2026	4,191	4,918	1,553	10,662
04/12/2026	3,507	4,114	1,290	8,911
04/13/2026	3,686	4,239	1,542	9,467
04/14/2026	3,783	4,111	1,553	9,447
04/15/2026	3,873	4,261	1,578	9,712
04/16/2026	3,865	4,367	1,502	9,734
04/17/2026	3,925	4,857	1,746	10,528
04/18/2026	4,072	4,774	1,488	10,334
04/19/2026	3,596	4,060	1,174	8,830
04/20/2026	3,256	4,184	1,431	8,871
04/21/2026	3,452	4,362	1,510	9,324
04/22/2026	3,383	4,362	1,532	9,277
04/23/2026	3,349	4,383	1,585	9,317
04/24/2026	3,717	4,588	1,620	9,925
04/25/2026	3,893	4,556	1,402	9,851
04/26/2026	3,283	3,764	1,176	8,223
04/27/2026	3,275	4,048	1,340	8,663
04/28/2026	3,418	4,191	1,338	8,947
04/29/2026	3,423	4,225	1,280	8,928
04/30/2026	3,306	4,093	1,469	8,868
Total:	112,590	133,544	46,121	292,255

CITY OF SANIBEL

Grant Tracking Report - FY2026

as of 2026-05-17

Primary Fundng Source	Grant Title/Grant Program	Project Description	Grantor Contract #	Project #	Munis #	City Department	City Staff Lead (Name)	Grant Start Date	Grant End Date	Amount Awarded	Reporting Requirements	FY24 & FY25 Reports Submitted	Next FY25 Report Due	Compliance Requirements Met?
LOCAL and REGIONAL GOVERNMENT														
Lee County Board of County Commissioners	Tourists Development Council (TDC)	Beach Facility Maintenance	401656	401656	40165	Public Works	Joshua Holler	2025-10-01	2026-09-30	2,011,500.00	No quarterly reports; monthly reimbursement invoices, not contractual due date, but City deadline is 45 days after end of each month	n/a	n/a	YES
Lee County Board of County Commissioners	Tourists Development Council (TDC)	Beach Erosion Monitoring	401747	401747	40174	Public Works	Joshua Holler	2025-01-01	2026-09-30	50,000.00	Quarterly reports due 45 days after end of quarter; Monthly reimbursement invoices; no contractual due date, but City deadline is 45 days after end of each month	FY25 Q4 on 2025-10-01 FY26 Q1 on 2026-01-14 FY26 Q2 on 2026-04-01	FY26 Q3 due 2026-08-15	YES
Lee County Board of County Commissioners	Tourists Development Council (TDC)	Shoreline Erosion Protection Project	403302	403302	40330	Natural Resources	Holly Milbrandt	2023-10-01	2024-09-30	78,091.00	Quarterly reports due 45 days after end of quarter; Monthly reimbursement invoices; no contractual due date, but City deadline is 45 days after end of each month	FY25 Q4 on 2025-10-01 FY26 Q 1 on 2026-01-30 FY26 Q2 on 2026-04-01	FY26 Q3 due 2026-08-15	YES
Lee County Board of County Commissioners	Tourists Development Council (TDC)	Beach Management Plan Update	401707	401707	41707	Natual Resources	Holly Milbrandt	2025-10-01	2026-09-30	25,000.00	Quarterly reports due 45 days after end of quarter; Monthly reimbursement invoices; no contractual due date, but City deadline is 45 days after end of each month	FY25 Q4 on 2025-10-01 FY26 Q1 on 2026-01-30 FY26 Q2 on 2026-04-01	FY26 Q3 due 2026-08-15	YES
Lee County Board of County Commissioners	Tourists Development Council (TDC)	Shared Use Path	403430	403430	43430	Public Works		2025-10-01	2028-09-30	500,000.00	Quarterly reports due 45 days after end of quarter; Monthly reimbursement invoices; no contractual due date, but City deadline is 45 days after end of each month	FY26 Q1 on 2026-01-14 FY26 Q2 on 2026-04-01	FY26 Q3 due 2026-08-15	YES
Lee County Board of County Commissioners	Tourists Development Council (TDC)	Lighthouse Beach Park Pier	401626	401626	40126	Public Works	Joshua Holler	2026-03-31	2029-03-03	2,148,209.00	Quarterly reports due 45 days after end of quarter; Monthly reimbursement invoices; no contractual due date, but City deadline is 45 days after end of each month		FY26 Q3 due 2026-08-15	YES
Lee County School District	Disaster Grants - Public Assistance	School Resource Officers for the Sanible School			LCSRO	Police Department	William Dalton/Anthony Thompson	2025-08-01	2026-07-31	75,000.00	Reports upon request	TBD	TBD	YES
West Coast Inland Navigation District	Waterway Program - Marine Law Enforcement	Sanibel Coastal Patrol	L-598		00112	Police Department	William Dalton/Anthony Thompson	2024-10-01	2025-09-30	25,000.00	Quarterly reimbursement invoices; no contractual due date, but use 45 days after end of each quarter.	FY25 Q4 on 2025-10-30 FY26 Q1 on 2026-01-16 FY26 Q2 on 2026-04-09	FY26 Q3 due 2026-08-15	YES
STATE GOVERNMENT														
Agriculture and Consumer Services, FL Dept. of	Florida Forest Service	Urban and Community Forestry - Hurricane Ian Recovery	32730		NR003	Natural Resources	Rachael Rainbolt	2025-08-01	2026-08-31	44,825.00	Quarterly reports due within 30 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-30 FY26 Q1 on 2026-01-27 FY26 Q2 on 2026-04-14	FY26 Q3 due 2026-07-30	YES
FL Dept. of Environmental Protection	Resilient Florida Program	Vulnerability Assessment and Adaption Plan	22PLN82		NR001	Natural Resources	Holly Milbrandt/Joel Caouette	2021-07-01	2025-06-30	124,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-16 FY26 Q1 on 2026-01-15 FY26 Q2 on 2026-04-10	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Beach Management Funding Assistance Program	Hurricane Ian and Nicole Recovery Project	23LE5		S4467	Natural Resources	Holly Milbrandt	2022-09-28	2025-12-31	26,973,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-15 FY26 Q1 on 2026-01-20 FY25 Q2 on 2026-04-17	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Resilient Florida Program	Vulnerability Adaption Plan	25PLN22		NR002	Admin	Ashlee Painter	2024-07-01	2027-06-30	88,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-01 FY26 Q1 on 2026-01-05 FY26 Q2 on 2025-04-09	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Hurricane Stormwater and Wastewter Assistance Program	Stormwater Repairs	HA017		SW001	Public Works	Oisin Dolley	2023-12-05	2027-03-31	10,000,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-03 FY26 Q1 on 2025-01-05 FY26 Q2 on 2026-04-20	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Hurricane Stormwater and Wastewter Assistance Program	Middle Gulf Drive Force Main Replacement	HA018		UT002	Public Works	Oisin Dolley	2023-09-27	2026-03-31	2,186,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-03 FY26 Q1 on 2025-12-31 FY26 Q2 on 2026-04-17	FY26 Q3 due 2026-07-20	YES

CITY OF SANIBEL

Grant Tracking Report - FY2026

as of 2026-05-17

Primary Fundng Source	Grant Title/Grant Program	Project Description	Grantor Contract #	Project #	Munis #	City Department	City Staff Lead (Name)	Grant Start Date	Grant End Date	Amount Awarded	Reporting Requirements	FY24 & FY25 Reports Submitted	Next FY25 Report Due	Compliance Requirements Met?
FL Dept. of Environmental Protection	Hurricane Stormwater and Wastewter Assistance Program	Effluent Disposal Pond Apple Site Repairs	HA034		UT005	Public Works	Oisin Dolley	2023-09-25	2027-11-30	253,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-06 FY26 Q1 on 2026-01-09 FY26 Q2 on 2026-04-20	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Hurricane Stormwater and Wastewter Assistance Program	Reuse System Repairs	HA035		UT006	Public Works	Oisin Dolley	2023-09-25	2026-03-31	156,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-06 FY26 Q1 on 2026-01-16 Fy26 Q2 on2026-04-20	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Hurricane Stormwater and Wastewter Assistance Program	Wastewater Collection System Repairs	HA036		UT004	Public Works	Oisin Dolley	2023-09-26	2027-03-31	10,000,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-03 FY26 Q1 on 2026-01-16 FY26 Q2 on 2026-04-20	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Hurricane Stormwater and Wastewter Assistance Program	Lift Station Control Panel Replacement	HA037		UT001	Public Works	Oisin Dolley	2024-01-18	2027-03-31	9,936,341.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-06 FY26 Q1 on 2026-01-16 FY26 Q2 on 2026-04-20	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection		Dunes Walkover Replacement	L0105	25RCP07	BP003	Public Works	Joshua Holler	2024-07-01	2026-09-30	2,000,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31	FY25 Q4 on 2025-09-22 FY26 Q1 on 2025-12-17 FY26 Q2 on 2026-04-13	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Statewide Surface Water Restoration and Wastwater Projects	Wulfert Reclaimed Water Auxiliary Supply Tank	LPA0378		UT007	Public Works	Oisin Dolley	2023-01-03	2025-10-31	400,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-10-03 FY26 Q1 on 2026-01-16 FY26 Q2 on 2026-04-20	FY26 Q3 due 2026-07-20	YES
FL Dept. of Environmental Protection	Statewide Water Quality Restoration Projects	Slough Stormwater Capacity and Water Quality Improvement Project	LPA0679		SW002	Natural Resources	Holly Milbrandt/Dana Dettmar	2023-12-07	2027-03-31	1,000,000.00	Quarterly reports due within 20 days of periods ending 03/31, 6/30, 9/30 and 12/31.	FY25 Q4 on 2025-09-29 FY26 Q1 on 2025-12-22 FY26 Q2 on 2026-04-06	FY26 Q3 due 2026-07-20	YES
FL Dept. of Law Enforcement	Office of Criminal Justice Grants	New Police Dept. Building - contsruction	3W008		PD001	Police Department	William Dalton/Anthony Thompson	2023-07-01	2027-06-30	2,000,000.00	Monthly reports due within 15 days of the end of each month	16 (Oct) on 2025-11-05 17 (Nov) on 2025-12-02 18 (Dec) on 2025-12-22 19 (Jan) on 2026-02-11 20 (Feb) on 2026-03-09 21 (Mar) on 2026-04-01	22 (Apr) due 2026-05-15	YES
FL Dept. of Transportation	Local Transportation Projects	East Periwinkle Bridge Replcement --design and engineering	G2W66	452819-1-34-01	TR001	Public Works	Oisin Dolley	2024-04-17	2026-06-30	750,000.00	Reports upon request	FY25 Q3 on 2025-07-23	TBD	YES
FL Dept. of Transportation	Local Transportation Projects	East Periwinkle Way Bridge Replacement --construction	G3E92	452819-1-54-01	TR002	Public Works	Fred Mittl / Scott Krawczuk	2025-06-26	2030-12-31	2,500,000.00	Reports upon request	TBD	TBD	YES
FL Dept. of Transportation	Local Transportation Projects	Shared Use Path Repair/Repave	G2Y52	452816-1-54-01	TR003	Public Works		2024-05-21	2029-06-30	1,000,000.00	Reports upon request	TBD	TBD	YES
FL Dept. of Transportation	Local Transportation Projects	Shared Use Path Repair/Repave		452816-1-54-01	TR003	Public Works	Fred Mittl / Scott Krawczuk			2,500,000.00	Reports upon request	TBD	TBD	YES
FL Dept. of Transportation	Local Transportation Projects	Periwinkle Way / Road Reconstruction	G3C82	454841-1-54-01	TR004	Public Works	Fred Mittl / Scott Krawczuk	2025-06-02	2030-12-31	1,000,000.00	Reports upon request	TBD	TBD	YES
Volunteer Florida	Emergency Support Function (ESF) 15	Boat Ramp Repair			BP001 & BP002	Public Works	Joshua Holler	2024-02-26	2026-01-31	375,797.73	Monthly reports due on the first business day of each subsequent month	19 (Oct) on 2025-10-24 20 (Nov) on 2025-12-02* 21 (Dec) on 2025-12-19 22 (Jan) on 2026-01-28 23 (Feb) on 2026-02-27 24 (Mar) on 2026-04-01	n/a	YES
FEDERAL GOVERNMENT														
Federal Emergency Management Agency (FEMA)	Hazard Mitigation Grant Program	East Rocks Drainage Improvements, Phase 2	H1060	4337-125-A	DRNER	Public Works	Oisin Dolley	2024-03-13	2026-10-31	287,361.94	Quarterly reports due within 15 days of periods ending 03/31, 6/30, 9/30 and 12/31. Close-out report due within 60 days of project close or agreement termination.	FY25 Q4 on 2025-10-03 FY26 Q1 on 2025-12-31 FY26 Q2 on 2026-04-10	FY26 Q3 due 2026-07-15	YES

CITY OF SANIBEL

Grant Tracking Report - FY2026

as of 2026-05-17

Primary Fundng Source	Grant Title/Grant Program	Project Description	Grantor Contract #	Project #	Munis #	City Department	City Staff Lead (Name)	Grant Start Date	Grant End Date	Amount Awarded	Reporting Requirements	FY24 & FY25 Reports Submitted	Next FY25 Report Due	Compliance Requirements Met?
Federal Emergency Management Agency (FEMA)	Hazard Mitigation Grant Program	Tahiti-Jamaica Drainage Improvements	H1017	4337-105-A	DRNTJ	Public Works	Oisin Dolley	2023-08-01	2025-02-28	689,983.85	Quarterly reports due within 15 days of periods ending 03/31, 6/30, 9/30 and 12/31. Close-out report due within 60 days of project close or agreement termination.	FY25 Q4 on 2025-10-08 FY26 Q1 on 2025-12-31	n/a	YES
Federal Emergency Management Agency (FEMA)	Hazard Mitigation Grant Program	Donax WWTP, Generator	HO372	4337-276-R	GENRD	Public Works	Oisin Dolley	2020-01-14	2024-12-31	753,956.51	Quarterly reports due within 15 days of periods ending 03/31, 6/30, 9/30 and 12/31. Close-out report due within 60 days of project close or agreement termination.	FY25 Q4 on 2025-10-06 FY26 Q1 on 2025-12-31 FY26 Q2 on 2026-04-10	FY26 Q3 due 2026-07-15	YES
Federal Emergency Management Agency (FEMA)	Hazard Mitigation Grant Program	Sanctuary Wastewater Treatment Facility, Generator	HO420	4337-287-R	GENRD	Public Works	Oisin Dolley	2020-03-10	2024-12-31	117,094.98	Quarterly reports due within 15 days of periods ending 03/31, 6/30, 9/30 and 12/31. Close-out report due within 60 days of project close or agreement termination.	FY25 Q4 on 2025-10-05 FY26 Q1 on 2025-12-31 FY26 Q2 on 2026 -04-10	FY26 Q3 due 2026-07-15	YES
Federal Emergency Management Agency (FEMA)	Hazard Mitigation Grant Program	Elevation of 3948 Coquina Drive	H1203	4673-073-R		Administration	Ashlee Painter	2026-12-31	2028-05-31	159,830.75	Quarterly reports due within 15 days of periods ending 03/31, 6/30, 9/30 and 12/31. Close-out report due within 60 days of project close or agreement termination.	FY26 Q2 on 2026-04-14	FY26 Q3 due 2026-07-15	YES
Federal Emergency Management Agency (FEMA)	Hazard Mitigation Grant Program	Elevation of 718 Durion Court	H1229	4673-092-R		Administration	Ashlee Painter	2026-12-15	2028-05-31	159,714.50	Quarterly reports due within 15 days of periods ending 03/31, 6/30, 9/30 and 12/31. Close-out report due within 60 days of project close or agreement termination.	FY26 Q2 on 2026-04-14	FY26 Q3 due 2026-07-15	YES
Energy, Dept of	Alliance for Sustainable Energy	ETIPP Cohort 5 Strategic Energy Planning Track Community Support	SUB-2026-10052			Administration	Ashlee Painter	2025-12-09	2026-10-31	20,000.00	TBD	TBD	TBD	n/a
Housing & Urban Development, Dept of (HUD)	Community Development Block Grant - Disaster Recovery (CDBG-DR) Recovery & Resilienancy Planning Grant	Broadband Study	DR10153		IT001	Information Technology	Bert Smith	2024-08-01	2026-09-30	252,000.00	Quarterly reports due within 10 days after the completion of the quarter	FY25 Q4 on 2025-09-30 FY26 Q1 on 2025-12-30 FY26 Q2 on 2026-04-01	FY26 Q3 due 2026-07-10	YES
Housing & Urban Development, Dept of (HUD)	Community Development Block Grant - Disaster Recovery (CDBG-DR) Recovery & Resilienancy Planning Grant	Transportation Master Plan	DR10154		PL001	Planning	Craig Chandler	2024-08-01	2026-12-30	250,000.00	Quarterly reports due within 10 days after the completion of the quarter	FY25 Q4 on 2025-10-08 FY26 Q1 on 2026-01-06 FY26 Q2 on 2026-04-07	FY26 Q3 due 2026-07-10	YES
Housing & Urban Development, Dept of (HUD)	Community Development Block Grant - Disaster Recovery (CDBG-DR) Recovery & Resilienancy Planning Grant	Sanibel Plan Update	DR10155		PL002	Planning	Paula McMichael	2024-08-01	2026-12-30	200,000.00	Quarterly reports due within 10 days after the completion of the quarter	FY25 Q4 on 2025-09-30 FY26 Q1 on 2026-01-05 FY26 Q2 on 2026-04-07	FY26 Q3 due 2026-07-10	YES
Housing & Urban Development, Dept of (HUD)	Community Development Block Grant - Disaster Recovery (CDBG-DR) Infrastructure Grant	FISH of SanCap	DR10256		CR002	FISH of Sanibel-Captiva	Maria Espinoza / Maggie Goldman	2025-01-01	2028-12-30	6,990,194.24	Quarterly reports due within 10 days after the completion of the quarter	FY25 Q4 on 2025-10-08 FY26 Q1 on 2025-01-09 FY26 Q2 on 2026-04-03	FY26 Q3 due 2026-07-10	YES
Housing & Urban Development, Dept of (HUD)	Community Development Block Grant - Disaster Recovery (CDBG-DR) Infrastructure Grant	Sanibel Fire & Rescue Station 171	DR10257		CR003	Sanibel Fire & Rescue District	Kevin Barbot / Chris Jackson	2025-01-01	2027-12-31	9,142,388.24	Quarterly reports due within 10 days after the completion of the quarter	FY25 Q4 on 2025-10-02 FY26 Q1 on 2026-01-02 FY26 Q2 on 2026-04-10	FY26 Q3 due 2026-07-10	YES
Housing & Urban Development, Dept of (HUD)	Community Development Block Grant - Disaster Recovery (CDBG-DR) Infrastructure Grant	Roads Reconstruction	DR10258		TR007	Public Works	Oisin Dolley	2025-01-01	2028-12-30	12,460,000.00	Quarterly reports due within 10 days after the completion of the quarter	FY25 Q4 on 2025-10-01 FY26 Q1 on 2026-01-06 FY26 Q3 on 2026-04-06	FY26 Q3 due 2026-07-10	YES
Housing & Urban Development, Dept of (HUD)	Community Development Block Grant - Disaster Recovery (CDBG-DR) Infrastructure Grant	Sanibel Police Station	DR10680			Police Department	William Dalton/ Anthony Thompson	2025-09-16		15,040,689.00	TBD	TBD	TBD	n/a
Housing & Urban Development, Dept of (HUD)	Community Project Funding	East Periwinkle Way Bridge Replacement	B-24-CP-FL-0595		TR006	Public Works	Fred Mittl / Scott Krawczuk		2032-08-31	5,500,000.00	Reports upon request	TBD	TBD	YES
FOUNDATIONS and NOT-FOR-PROFIT ORGANIZATIONS														
Florida Wildflower Foundation	Viva Florida Grant	Demonstration Garden	n/a		WDFLR	Natural Resources	Rachel Rainbolt / Dana Dettmar	2024-08-30	2025-08-31	2,028.00	Interim reports due: 2025-03-31, 2025-06-30, and 2025-09-30	#1 on 2025-03-31 #2 on 2025-08-06 #3 on 2025-09-24	n/s	YES
									LOCAL AND REGIONAL	2,826,300.00				

CITY OF SANIBEL

Grant Tracking Report - FY2026

as of 2026-05-17

Primary Fundng Source	Grant Title/Grant Program	Project Description	Grantor Contract #	Project #	Munis #	City Department	City Staff Lead (Name)	Grant Start Date	Grant End Date	Amount Awarded	Reporting Requirements	FY24 & FY25 Reports Submitted	Next FY25 Report Due	Compliance Requirements Met?
									STATE	73,286,963.73				
									FEDERAL	53,023,214.01				
									OTHER	2,028.00				
									TOTAL	**129,138,505.74**				

Future City Council Agenda Items							
	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes	Action Status
1	Adding on-road bike lanes.	J. Henshaw	9/9/2024 and 5/6/2025		TBD	Consideration of on-road bike lanes as part of the Transportation Master Plan to include review of lane width (11'), one-way on road bike lane (shoulder).	To be studied as part of the Transportation Master Plan which began 8/ 2025.
2	Tradewinds subdevelopment. Funding for drainage improvements.	M. Miller	5/6/2025		TBD	Consider using loan funds (Library Way property) for this project. Seeking State funding for project.	City submitted an appropriations request for 26-27 state budget.
3	Voluntary elevation allowances and angle of light considerations	M. Miller & L. DeBruce	11/4/2025	Yes	TBD	Discussion to include what code changes are needed to accommodate home elevations (businesses?) that are conforming & nonconforming. To include angle of light discussion.	
4	Coyote Depredation of Sea Turtle Nests	City Council	2/3/2026	Yes	7/21/2026	Schedule public workshop followed by a Special City Council meeting once the Coyote Working Group collects questions/management options from City Councilmembers.	Received questions/comments from City Councilmembers. Drafting responses and preparing full report.
5	Town Center history and discussion of expanding Town Center District(s) to include other parcels	H. Smith	10/7/2025	Yes	7/21/2026	Discussed with Vice Mayor	
6	Creation of a City Center	J. Henshaw	3/3/2026	Yes	7/21/2026	Possibly combine with Town Center Discussion	
7	Coyote Population Study	L. DeBruce	3/3/2026	Yes	7/21/2026	Update cost to complete a study of the coyote population on Sanibel to determine population size, habitat range, etc. Draft scope is from previous study proposals.	Seeking proposal update
8	Sea Turtle Nest Protection Funding	L. DeBruce	3/3/2026	Yes	7/21/2026		Discussing funding needs with NR and SCCF.
9	City Committee Terms	L. DeBruce	3/3/2026	Yes	6/16/2026	Staff has been developing code amendments for the City Council to consider. S.L. Kelly paper	
10	Increase Hours at Recreation Center	M. Miller	3/3/2026	Yes	Budget	Andrea has developed a plan to extend hours for FY27 that will be discussed as an option for City Council to consider during the budget process.	
11	E-Bike Registration Program	J. Henshaw	3/3/2026	Yes	6/2/2026	Present draft program on 5/5/26 with follow-up on 6/2/2026	Draft program drafted.
12	Other recreation uses for code consideration.	R. Johnson	4/21/2026	Yes	TBD	Referred to the Parks/Rec Advisory Committee	Staff is planning for PRAC discussion.

Updated: 5-21-2026

Completed Items

	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes
1	Defer Vegetation Buffer Requirement	M. Miller	11/12/2024	Yes	Complete	Approved Resolution 24-074 on 12/2/2024, granting deferment of landscape buffer requirements for commercial and institutional property through 12/31/26 with application and stipulation agreement. Directed staff to review Landscaping Code requirements during the 24-month deferment period .
2	Vacation Rentals - opposed to lessening 28 day minimum outside of the resort housing district.	H. Smith	12/3/2024		Complete	No need for discussion. Council agrees no changes are needed.
3	Review previous City Council action to reduce Building Fee for new construction by 30%.	M. Miller	12/3/2024		Complete	Completed with approval of Ordinance 25-002 on 3/18/2025, amending Building Permit Fees and Resolution 25-003 approving a 30% reduction of Development Permit fees for new development; relocation of existing structures for residential or commercial use, and redevelopment of existing parcels development permit fees until revised.
4	Amendments to Distressed Properties	M. Miller	12/3/2024		Complete	Approved Ordinance 25-004 on 4/1/2025, amending Chapter 126, Division 17 - Distressed Properties by adding overgrown and dead vegetation to Section 126-1314 Maintenance and Security Standards.
5	Joint Council / PC Meeting	H. Smith	1/14/2025		Complete	Joint City Council/Planning Commission meeting was held on 2/26/2025. Additional joint meetings may be scheduled as directed by City Council.
6	Discussion on developmental grade and fill	J. Henshaw	1/14/2025		Complete	Approved Ordinance 25-007, Placement of Fill on 5/6/2025.
7	Review of Ranger Program	H. Smith	2/4/2025		Complete	Completed at 5/6/2025 City Council meeting.
8	Ombudsman discussion.	M. Miller	4/1/2025		Complete	At the 5/6/2025 City Council meeting, City Council approved the City Manager to contract for ombudsman services as needed.
9	Seagull Estates Presentation	M. Miller	12/3/2024		Withdrawn	Presentation City Engineer provided to Seagull Estates

	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes
10	Committee Applicants - Residency	M. Miller	12/3/2024		Withdrawn	To be discussed when Committee review is completed by admin.
11	Sewage Fees - Usage fee -vs- flat fee for residential properties.	J. Henshaw	1/14/2025		Complete	Discussed during FY26 budget briefings.
12	Cost of pumps at weirs.	L. DeBruce	4/1/2025	Yes	Complete	Discussed during FY26 budget workshop and stormwater master plan update adoption meeting. Feasibility study funded in FY26 budget.
13	Wildlife Sign - Vehicular Speed	L. DeBruce	10/21/2025	Yes	Complete	Presentation on wildlife mortality rates delivered 11/4/2025. Sign options to be presented at future City Council meeting.
14	Proposal to study two lanes on causeway departing island	M. Miller	11/12/2024	Yes	Complete	Report presented to the City Council on 12/16/2025.
15	Speed limit signs on Rabbit Road and traffic calming.	L. DeBruce	11/12/2024	Yes	Complete	Council prefers comprehensive island wide approach on signs. And increase awareness of peds and bikes - including San Cap Rd.(DeBruce on 1/14/25). Consultant speed study proposal approved at the 6/3/2025 City Council meeting.
16	Sanibel Pier	J. Henshaw	11/4/2025	Yes	Complete	Include discussion on temporary repairs & procurement, permanent repairs, FEMA funding, park impact fee funding. Working with residents on repair options and fundraising agreement.
17	Short term rental. BTR Data and enforcement.	H. Smith	4/1/2025	Yes	Complete	
18	E-Bike Use on SUP	R. Johnson	11/4/2025	Yes	Complete	Discussion on class 1, 2, & 3 e-bikes.
19	Prohibit Smoking on Beach	R. Johnson	12/16/2025	Yes	Complete	Draft Ordinance similar to Lee County Ordinance that prohibits smoking on beaches.
20	Expand reuse transmission for irrigation	L. DeBruce	5/6/2025		Withdrawn	Alternative to irrigating with potable water.
21	Review Code to provide relief for long-standing non-conforming development.	H. Smith	11/12/2024	Yes	Withdrawn	Example - circular driveway with two drive aprons.
22	Remote Work	H. Smith	4/1/2025		Withdrawn	
23	Vegetation - Chapter 122	L. DeBruce	5/6/2025	Yes	4/21/2026	Staff is developing amendments to Chapter 122 Vegetation, per Resolution 24-074. Review by Planning Commission then to City Council for consideration. Discussion and 1st Reading 4/21/2026

	Topic	Requested By	Date	Council Consensus	Council Meeting Date Targeted	Notes
24	Miniature Golf as a conditional use	H. Smith	3/3/2026	Yes	4/21/2026	Discussed on 4/21/2026 and referred to the PC to develop a section of the Code that allows miniature golf as a conditional use.
25	Dewatering Ordinance Update	M. Miller	12/16/2025	Yes	6/2/2026	Update of dewatering Ordinance. First Discussion

Updated: 5-21-2026

HORIZON – UPCOMING IMPORTANT DATES

Saturday	June 6, 2026	D-Day		
Sunday	June 14, 2026	Flag Day		
Tuesday	June 16, 2026	City Council	MacKenzie Hall	9:00 a.m.
Tuesday	June 16, 2026	City Council Budget Workshop	MacKenzie Hall	3:00 p.m.
Friday	July 3, 2026	City Hall Closed to Observe Independence Day		
Saturday	July 4, 2026	Independence Day		
Tuesday	July 21, 2026	City Council Set Proposed Millage Rate	MacKenzie Hall	9:00 a.m.
Tuesday	August 18, 2026	City Council	MacKenzie Hall	9:00 a.m.
Tuesday	August 18, 2026	City Council Budget Workshop	MacKenzie Hall	5:30 p.m.
Wednesday	September 2, 2026	Victory Over Japan Day		
Monday	September 7, 2026	City Hall Closed to Observe Labor Day		
Friday @ Sunset to Sunday @ Nightfall	September 11 to September 13, 2026	Rosh Hashanah		
Monday	September 14, 2026	City Council	MacKenzie Hall	9:00 a.m.
Monday	September 14, 2026	City Council First Budget Hearing	MacKenzie Hall	5:30 p.m.
Sunday @ Sunset to Monday @ Nightfall	September 20 to September 21, 2026	Yom Kippur		
Monday	September 28, 2026	City Council Final Budget Hearing	Mackenzie Hall	5:30 p.m.
Tuesday	October 6, 2026	City Council	MacKenzie Hall	9:00 a.m.
Monday	October 12, 2026	City Hall Closed to Observe Columbus Day		
Tuesday	October 20, 2026	City Council	MacKenzie Hall	9:00 a.m.
Tuesday	November 3, 2026	City Council	MacKenzie Hall	9:00 a.m.
Wednesday	November 11, 2026	City Hall Closed to Observe Veterans Day		
Thursday & Friday	November 26 & 27, 2026	City Hall Closed to Observe Thanksgiving		
Tuesday	December 1, 2026	City Council	MacKenzie Hall	9:00 a.m.

Friday @ Sunset to Saturday @ Nightfall	December 4 to December 12, 2026	Chanukah
Monday	December 7, 2026	Pearl Harbor Day
Friday	December 25, 2026	Christmas Day
Friday	December 25, 2026	City Hall Closed to Observe Christmas
Friday	January 1, 2027	New Year's Day
Friday	January 1, 2027	City Hall Closed to Observe New Year's