

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER-AT-RISK
CONTINUING CONTRACT
COMPASS CONSTRUCTION INC.

THIS AGREEMENT, made this 18th day of June, 2018, by and between City of Fort Myers, Florida, a municipal corporation in the STATE OF FLORIDA, hereinafter, "City," and Compass Construction, Inc. a Florida Corporation, Licensed to Conduct Business in the State of Florida, hereinafter, "(CM)Construction Manager."

WITNESSETH:

WHEREAS, on or about **March 27, 2018**, the City issued Solicitation **RFQ #0020-18** for; **Construction Manager-At Risk – Continuing Contract**; and

WHEREAS, the CM has timely submitted a proposal in response to the City's Request for Qualification, whereby the CM has offered to provide construction management services on a continuing basis for projects accordance with Florida Statute 287.055 whereas the construction cost of each project under the contract does not exceed the dollar limits established and set forth in the statute.

WHEREAS, the City and CM are desirous of entering into a definitive agreement pursuant to which CM will provide construction management services, all as more fully set forth herein;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. **COMMENCEMENT**: The contract shall be for a period of **five (5)**, effective **July 2018 to July 2023**. The City of Fort Myers performance and obligation to pay under this contract is contingent up an annual appropriation of funds by the City of Fort Myers.

STATEMENT OF WORK: The CM will enter into an Agreement to provide complete construction management services for a wide range of minor-to-medium scale future construction and renovation projects on an as-needed basis as may be required by the Owner in accordance with the terms and conditions of **RFQ #0020-18**. The execution of this Agreement will not constitute a commitment or promise to the CM that any work will be awarded to the CM. Rather, this Agreement governs the rights and obligations of the parties as outlined in the following paragraphs, all Work undertaken by CM for City pursuant to this Agreement and the procedures to be utilized during the term and any extension of the term of this Agreement.

The City shall provide a summary of Work to be performed which will provide the CM with sufficient specifics so as to submit a negotiated percentage fee from the Table listed in Exhibit A.

2. **COMPENSATION**: The City shall pay the CM for the performance of the Work pursuant to the negotiated percentage fee and Guaranteed Maximum Price (GMP).

3. NOTICES: All notices from the City to the CM shall be deemed duly served if mailed by registered or certified mail to the CM at the following address:

Compass Construction Inc.
Mr. Doug Oliver
824 Lafayette Street
Cape Coral FL 3904
Phone: 239.542.7118
Email: doliver@compassconstruction.com

All notices from the CM to the City shall be deemed duly served if mailed by registered or certified mail to the City at the following address:

City Clerk
P O Box 2217
Fort Myers FL 33902-2217
Phone: 239-321-7035

The CM and the City may change the above mailing address at any time upon giving the other party written notification. All notices under this Agreement must be in writing.

4. NO PARTNERSHIP: Nothing herein contained shall create or be construed as creating a partnership between the City and the CM or to constitute the CM as an agent of the City. CM is and shall remain an independent contractor, that term is generally understood and may be dictated by law.
5. PERMITS: LICENSES: TAXES: In compliance with Section 218.80, F.S., all permits necessary for the prosecution of the work shall be obtained by the CM prior to the commencement of the work. Payment for all such permits issued by the City shall be processed internally by the City. CM is not responsible for paying for permits issued by the City, but is responsible for acquiring all permits. City may require the CM to deliver internal budget transfer documents to applicable City agencies when the CM is acquiring permits.

All permits, fees and licenses necessary for the prosecution of the Work which are not issued by City shall be acquired and paid for by the CM. CM shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

6. NO IMPROPER USE: The CM will not use, nor suffer or permit any person to use in any manner whatsoever, City facilities for any improper, immoral or offensive purpose, or for any purpose in violation of any federal, state, county or municipal ordinance, rule order or regulation, or of any governmental rule or regulation now in effect or hereafter enacted or adopted. In the event of such violation by the CM or if the City or its authorized representative shall deem any conduct on the part of the CM to be objectionable or improper, the City shall have the right to suspend the Contract of the CM. Should the CM fail to correct any such violation, conduct, or practice to the satisfaction of the City within twenty-four (24) hours after receiving notice of such violation, conduct, or practice, such suspension to continue until the violation is cured. The CM further agrees not to commence operation during the suspension period until the violation has been corrected to the satisfaction of the City.

7. TERMINATION: Should the CM be found to have failed to perform his services in a manner satisfactory to the City and requirements of this Agreement, the City may terminate said Agreement immediately for cause; further the City may terminate this Agreement for its convenience upon providing the CM with a thirty (30) day written notice. Issues relating to failure to perform or unsatisfactory performance shall be determined solely by the City.
8. NO DISCRIMINATION: The CM agrees that there shall be no discrimination as to race, sex, color, creed or national origin.
9. INSURANCE: Before final execution of the Agreement and until acceptance of the Work by the City, the CM shall procure and maintain insurance of the types and of the limits specified below for the term of the Agreement as follows:

An Original Insurance Certificate shall be required from the CM and provided to the City Clerk. Such form must be properly executed and submitted by an authorized representative of the insurance company and CM. Such certificate of insurance must have at least a 10 days notice of cancellation, state that the coverage is primary, and shall be in the types and amounts stated below. The Certificate should include producer's phone number and must reference the name of the Project. The Certificate must also contain original signatures.

Certificate of Insurance. The City of Fort Myers is to be specifically included as an Additional Insured on the Commercial General Liability coverage and the Automobile Liability.

In the event the insurance coverage expires prior to the completion of the project, a written renewal certificate shall be issued ten (10) calendar days prior to said expiration date. The policy shall provide a ten (10) calendar day written notification clause in the event of cancellation or modification to the policy.

It shall be the responsibility of the CM to ensure that all sub-contractors carry General Liability Insurance, Automobile Liability, and Workers' Compensation in compliance with statutory limits.

The Certificate of Insurance must contain the following limits:

- (a) Worker's Compensation: Coverage to apply for all employees for Statutory Limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a minimum limit of \$ 1,000,000.00 each accident. The certificate shall include a waiver of subrogation from the carrier.
- (b) Commercial General Liability: Shall have minimum limits of \$ 1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and/or Operations, Independent CMs and Products and/or Completed Operations, Broad Form Property Damage, and a Contractual Liability Endorsement. Said coverage must be on an occurrence basis. The City of Fort Myers shall be included as an Additional Insured.
- (c) Business Automobile Policy: Shall have minimum limits of \$ 1,000,000.00 per occurrence. Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership and be based on occurrence basis.

- (d) All Risk Builders Risk or Installation Floater: All Risk coverage, with the limits of insurance to equal 100% of the completed contract amount of such addition(s), building(s), or structure(s). Any deductible is the responsibility of the CM. The City shall be named as an additional insured only with respect to losses in connection with this contract. (THIS INSURANCE WILL BE REQUIRED FOR EACH PROJECT RECEIVED UNDER THIS AGREEMENT, UNLESS SPECIFICALLY WAIVED BY THE CITY)

The CM agrees that the requested insurance coverages are not intended to and shall not, in any manner, limit or reduce the liabilities and obligations assumed by the CM, its agents, employees, sub-contractors, etc.

10. INDEMNIFICATION: The CM shall indemnify, save harmless and defend the City and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the CM, his agents, consultants, employees, or sub-contractors, in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume all related costs.

The CM shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of the work until the same shall have been completed and accepted. The CM agrees to repair, restore or rebuild any damages he causes to any property of the City. The CM shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CM shall give to the proper regulatory authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. The CM shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

11. BONDS: The City shall use its discretion for bond where a project may be in excess of \$200,000 but completed in less than sixty (60) days.

When required by City, the CM shall furnish a Public Construction Bond (Payment and Performance Bond) prior to commencing performance, for the full amount of the Work which shall act as a security guaranteeing the performance of the CM's work and the payment by the CM to any other party(s) providing labor and/or materials in connection with each construction or renovation project performed by the CM in excess of \$200,000.00. The bonds shall be furnished to the City Clerk using the forms prescribed in Exhibit B.

If the surety for any bond furnished by CM is declared bankrupt, becomes insolvent, loses its right to do business in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the CM shall, within five (5) calendar days thereafter, deliver to the City Clerk another substitute bond and surety, both of which shall be subject to the City's approval.

12. PAYMENTS: Generally, the CM will be paid upon completion; however, for Work in excess of thirty (30) days, the CM may indicate its wish to receive Progress Payments. Before any payment will be made, CM must provide City with the fully executed Progress Payment in the form(s) attached hereto as Exhibit B as a condition precedent to release of each progress payment. All applications for payment, whether for full payment or a progress payment shall be in writing, and in substantially the form(s) attached hereto as Exhibit B.
13. PAYMENTS WITHHELD: City may decline to approve any Application for Payment, or portions thereof, because of defective, unsatisfactory or incomplete work, outstanding punch-list items, subsequently discovered evidence or subsequent inspections. The City may nullify the whole or any part of any approval for payment previously issued and City may withhold any payments otherwise due CM under this Agreement or any other agreement between City and CM, to such extent as may be necessary in the City's opinion to protect it from loss because of: (a) defective or unsatisfactory Work not remedied; (b) third party claims filed or reasonable evidence indicating a probable filing of such claims; (c) failure of CM to make payment properly to sub-contractors for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indications that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the CM, or (g) any other material breach of the Contract Documents, terms and conditions.

If any conditions described above are not remedied or removed, City may, after three (3) days written notice, rectify the same at CM's expense. City also may offset against any sums due CM the amount of any liquidated or un-liquidated obligations of CM to City, relating to or arising out of this Agreement.

14. SUBMITTALS AND SUBSTITUTIONS: Any substitution of products/materials from specifications shall be approved in writing by City in advance.
15. CONTRACT TIME AND TIME EXTENSIONS: Time is of the essence in the performance of any Work under this Agreement and CM shall diligently pursue the completion of the Work and coordinate the work being done on the Project by its subcontractors and material-men, as well as coordinating its work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by CM. CM shall be solely responsible for all construction means, methods, techniques, sequences, and procedures as well as coordination of all portions of the Work under the Contract Documents, and the coordination of City's supplies and CM's.

Should CM be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of CM, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of Government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, CM shall notify the City in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which CM may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which City may be responsible, in whole or in part, shall relieve CM of its' duty to perform or give rise to any right to damages or additional compensation from City. CM expressly acknowledges and agrees that it shall receive no damages for delay. CM's sole remedy, if any, against City will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage for Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

16. CHANGES IN THE WORK: City shall have the right at any time during the progress of the Work to increase or decrease the scope of Work. Promptly after being notified of a change, CM shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of City, and City shall not be liable to the CM for any increased compensation without such written order. No office, employee or agent of City is authorized to direct any extra or changed work without a written authorization executed by an authorized individual on behalf of the City.

A change Order in the form attached as Exhibit B to this Agreement, shall be issued and executed promptly after an agreement is reached between CM and City concerning the requested changes. CM shall promptly perform changes authorized by duly executed Change Orders. The contract Amount and contract time shall be adjusted in the Change Order in the manner as City and CM shall mutually agree.

17. COMPLIANCE WITH LAWS: CM agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, administrative rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, workers' compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes). If CM observes that the Contract Documents are at variance therewith, it shall promptly notify City in writing.
18. CLEAN UP: CM agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, CM shall remove all debris, rubbish and waste materials from and about the Project Site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by City.
19. ASSIGNMENT: CM shall not assign this Agreement or any part thereof, without the prior consent in writing of City. If CM does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward CM all of the obligations and responsibilities that CM has assumed toward City.
20. WARRANTY: CM shall obtain and assign to City all express warranties given to CM or any subcontractors by any material-men supplying materials, equipment or fixtures to be incorporated into the Project. CM expressly warrants to City that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents.

CM further expressly warrants to City that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents.

If, within one (1) year after final completion, any Work is found to be defective or not in conformance with the Contract Documents, CM shall correct it promptly after receipt of written notice from City. CM shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which City is entitled as a matter of law.

21. EMPLOYEES: The CM shall employ people to work at the City's facilities who are neat, clean, well groomed and courteous.
22. TESTS AND INSPECTIONS: If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requests any portion of the Work to be specifically inspected, tested or approved, CM shall assume full responsibility therefore, pay all costs in connection therewith and furnish to the City the requested certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the City.
23. PROTECTION OF WORK: CM shall fully protect the Work from loss or damage during construction and shall bear the cost of any such loss or damage until final payment has been made. If CM or anyone for whom CM is legally liable is responsible for any loss or damage to the work, or other work or materials of City or City's separate CMs, CM shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due CM.

CM shall not load nor permit any part of any structure to be loaded in any manner that will endanger the integrity of the structure, nor shall CM subject any part of the work or adjacent property to stresses or pressures that will endanger it.

CM shall not disturb any benchmark established by the City with respect to the Project. If CM, or its subcontractors, agents or anyone, for whom CM is legally liable, disturbs the City's benchmarks, CM shall immediately notify City. The City shall re-establish the benchmarks and CM shall be liable for all costs incurred by City associated therewith.

24. EMERGENCIES: In the event of any emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, CM, without special instruction or authorization from City is obligated to act to prevent threatened damage, injury or loss. CM shall give the City written notice within forty-eight (48) hours after the occurrence of the emergency, if CM believes they are significant changes in the Work or variations from the Contract Documents have been caused thereby.

If the City determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations.

If CM fails to provide the forty-eight (48) hour written notice noted above, the CM shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

25. COMPLETION: When the entire Work (or any portion thereof designated in writing by City) is ready for its intended use, CM shall notify City in writing that the entire Work (or such designated portion) is substantially complete and request that City issue a Certificate of Completion (substantial or final Certificate of Completion). Within a reasonable time thereafter, City and CM shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If City does not consider the Work (or designated portion) substantially complete, the City shall notify CM in writing giving the reasons therefor.

If the City considers the Work (or designated portion) substantially complete, City shall prepare and deliver to CM a Certificate of Completion (substantial or final Certificate of Completion) which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed or correct by CM before final payment.

City shall have the right to exclude CM from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but City shall allow CM reasonable access to complete or correct items on the tentative punch-list.

Upon receipt of written certification by CM that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, City will make such inspection and, if City finds the Work acceptable and fully performed under the Contract Documents, he shall promptly issue a final Certificate for Payment, recommending that on the basis of his observations and inspections, and the CM's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due CM is due and payable. Final payment shall not become due and payable until CM submits: (1) Final Payment Certification; (2) Consent of Surety (if applicable) to final payment; and (3) If required by City, other data establishing payment or satisfaction of all obligations, such as receipt, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by City.

City reserves the right to inspect the Work and make an independent determination as to the acceptability of the Work. Unless and until the City is satisfied as to the completion of the Work, the final payment shall not become due and payable.

26. LIQUIDATED DAMAGES: The "Commencement Date" shall be established in the Notice to Proceed to be issued by the City. CM shall commence the work within five (5) calendar days from the Commencement Date. No Work shall be performed at the Project site prior to the Commencement Date. Any Work performed by CM prior to the commencement Date shall be at the sole risk of CM.

The Work shall be substantially completed within the time agreed upon by the City and CM. The date of substantial completion of the Work (or designated portions thereof) is the date certified by the City when construction is sufficiently complete, in accordance with the Contract Documents, so City can occupy or utilize the Work (or designated portions thereof) for the use for which it is intended. The Work shall reach final completion and be ready for final acceptance by City within the time specified.

City and CM recognize that since time is of the essence for any work under this Agreement, City will suffer financial loss if the Work is not substantially completed with the time specified. Should CM fail to substantially complete the Work within the specified time period, City shall be entitled to assess as liquidated damages but not as a penalty, an amount specified for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially completed on the date the City issues a Certificate of Substantial Completion pursuant to the terms hereof. CM hereby expressly waives and relinquishes any right which it may have to seek characterized the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the City's actual damages at the time of contracting if CM fails to substantially complete the Work in a timely manner.

When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

27. CONTRACT ADMINISTRATION: This agreement shall be administered on behalf of the City of Fort Myers, Florida.
28. SUBJECT TO APPROPRIATION: It is further understood and agreed, by and between the parties herein that this Agreement is subject to appropriation by The City of Fort Myers, City Council, annually or otherwise.
29. Work by Others. The City may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.

The CM will afford the other Contractors who are parties to such direct contracts (or the City, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CM will coordinate and cooperate with the applicable entity responsible for this portion of the work.

30. Direct Material Purchases. The CM shall review the design for the purpose of identifying major equipment and/or material purchases that may be advantageous for the City to purchase directly from suppliers as a cost saving measure. Once items have been identified and quantified by the CM, and approved by the City for direct purchase, the City will issue purchase orders and process payment for invoices approved by the CM.

The CM shall prepare and be responsible for all quantities, descriptions, specifications, guarantees, payment schedules, etc., and all other required information to be included in the City issued purchase orders.

The CM shall be responsible for coordinating and scheduling with subcontractors, City, and material/equipment suppliers for all Direct Material Purchases. The CM shall be responsible for providing all necessary information to the City in order for the City to issue purchase orders in a timely manner and consistent with the project schedule. The CM and its subcontractors shall be responsible for expediting, receiving, unloading, storing, protecting, handling, etc. all Direct Material Purchases as if the material and equipment had been purchased by the CM or its subcontractors.

31. Minority Business Enterprise Participation Policy. The City of Fort Myers has adopted an Ordinance establishing an overall 15% goal for local Minority Business Enterprise (MBE) participation in City procurement's. CM will take all reasonable and necessary affirmative steps to assure that local DBE firms will be utilized for this project. Each specific project will attempt to meet a 15% goal for Local DBE participation.
32. This Agreement shall in all aspects be interpreted, construed and enforced pursuant to the Laws and Administrative Rules of the State of Florida. Venue shall be in Lee County.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the dates shown below to be effective the day and year first shown above.

Signed, sealed, and delivered in the presence of:

CITY OF FORT MYERS, FLORIDA
A Municipal Corporation

Attest:

Gwen Carlisle
Gwen Carlisle City Clerk



By:

Saeed Kazemi
Saeed Kazemi, City Manager

Date:

8/2/18

APPROVED AS TO FORM:

Grant Williams Alley
Grant Williams Alley
City Attorney

By:

Randal Henderson Jr.
Randal Henderson Jr., Mayor

Date:

8/2/18

Compass Construction Inc.

By:

Doug Oliver, President
(Print name and title)

Date:

JULY 9, 2018

(Corporate Seal)

EXHIBIT A

Construction Manager-At-Risk fees shall be negotiated per project based on the cost and complexity of the project.

Construction Manager-At-Risk Fees shall not exceed 10%

EXHIBIT B

FORMS

City of Fort Myers Proposal Request	B-1
Construction Performance & Payment Bonds	B-2 – B-6
Notice of Commencement	B-7 – B-8
Change Order	B-9
Field Change Order	B-10
Field Directive Change	B-11 – B-12
Estimate and Requisition for Payment (1 of 3)	B-13
Progress Payment Certification - Alternate1 (2 of 3)	B-14
Final Payment Certification – Alternate 2 (2 of 3)	B-15
Estimate and Requisition for Payment	B-16
Certificate of Substantial Completion	B-17 – B-18
Certificate of Final Completion	B-19
Minority Business Participation Certification	B-20
Statement of Guarantee	B-21
Warranty of Title, Lien Release	B-22
Contractor Performance Evaluation	B-23 – B-24

CITY OF FORT MYERS PROPOSAL REQUEST

PROPOSAL REQUEST NO. _____

CONTRACT/PROJECT NAME: **CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT**

CONTRACTOR: _____ PROJECT NO. _____

CONTRACT NO. _____ BID NO.: _____

CHANGE REQUESTED BY: _____ DATE OF REQUEST _____

Please submit an itemized bid for changes in the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein.

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description: (Written description of the Work)

Attachments: (List attached documents that support description)

CONTRACTOR:

BY: _____

CONSTRUCTION PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR: «
«Street_Address_1»
«City_State» «Zip»
«Phone»

SURETY (Name and Principal Place of Business):

OWNER: CITY OF FORT MYERS, FLORIDA

CONSTRUCTION CONTRACT

Date:
Amount:
Description

ADDRESS

BOND

Date (Not earlier than Construction Contract Date):
Amount:
Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL
Company: «Vendor_Name». (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

Signature: _____
Name and Title:

The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

1. With respect to the City, this obligation shall be null and void if the Contractor:
 - 1.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 1.2 Defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the City has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no City Default.
2. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
3. The Surety shall have no obligation to Claimants under this Bond until:
 - 3.1 Claimants who are employed by, or have a direct contract with the Contractor, have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 3.2 Claimants who do not have a direct contract with the Contractor:
 1. Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplies or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the City to the Contractor or to the Surety that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly, and at the Surety's expense, take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the City, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the City to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing, and the City accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the City's priority to use the funds for the completion of the work.

9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The City shall not be liable for payment of any costs, or expenses of any Claimant, under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond, other than in a court of competent jurisdiction in the location in which the work or part of the work is located, or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2 (iii), or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the City or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the City or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory or other legal requirements in the location where the construction was to be performed, 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. The intent is, that this Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include, without limitation in the terms, "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor, and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
 - 15.2 Construction Contract: The agreement between the City and the Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3 City Default: Failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**PERFORMANCE BOND
(Florida Public Works Projects)**

WHEREAS, the City Council of the City of Fort Myers, Florida, by resolution passed on the _____ day of _____, 20____, has awarded to «Vendor_Name». (hereinafter designated as the "Principal") a contract dated _____, 20_____ for the construction of _____ (hereinafter the "Contract") and;

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract, said contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract, in accordance with Florida Statutes, Section 255.05(1).

NOW, THEREFORE, we the Principal and _____

as Surety, are held firmly bound unto the City of Fort Myers, Florida, (hereinafter called the "Obligee") in the penal sum of _____ Dollars (\$_____) lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, assigns, and successors, jointly and severally and firmly by these presents.

THE CONDITION OF THIS BOND is that if Principal shall be, and is, declared by Owner to be in default under the Contract, the Owner having performed the Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with the terms and conditions; or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) the amount set forth in the bond herein; and
- 3) Make payments to all claimants, as defined in Section 255.05(1) and pursuant to Section 255.05(2) 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
- 4) Pay Owner all losses, damages, including consequential delay damages, expenses, costs and attorney's fees caused by the contractors default, including appellate proceedings, that Owner sustains because of a default by Principal under the contract; and
- 5) Perform the guarantee of all the work and materials furnished under the contract for the time specified in the contract.

If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from the Owner to the Surety demanding that the Surety perform its obligations under this bond.

Any changes in or under the contract documents, and compliance or noncompliance with any formalities connected with the contract or the changes, does not affect Surety's obligation under this bond.

IN WITNESS WHEREOF, four identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

APPROVED AS TO FORM:

Attorney for Owner:

Principal: «Vendor_Name»

By:

SURETY COMPANY:

By:

Title:

(Corporate Seal)

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. _____
State of _____
County of _____

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).

2. **General description of improvement:**

3. **Owner information:**

Name: City of Fort Myers
Address 1820 Hendry Street, Fort Myers, FL 33916
Phone 239-321-7232 Fax 239-344-5935
Interest in property: Owner Improvements
Name and address of fee simple titleholder (if other than Owner): N/A

4. **Contractor:**

Name: _____
Address: _____
Phone: _____ Fax: _____

5. **Surety:**

Name: _____
Address: _____
Amount of bond: \$ _____ Phone _____ Fax _____

6. **Lender:**

Name: N/A
Address: _____
Phone: _____ Fax: _____

7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes:

Name: City of Fort Myers Purchasing & Contracts Administration
Address: 1820 Hendry Street, Fort Myers, FL 33916
Phone: 239-321-7232 Fax: 239-344-0593

8. In addition to himself or herself, Owner designates the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.

Name: City of Fort Myers Clerks Office
Address: P.O. Box 2217, Fort Myers, FL 33902
Phone: 239-321-7035 Fax: 239-344-5927

9. Expiration date of notice of commencement (the expiration date is 1 year from date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Under penalty of perjury, I declare that I have read the foregoing notice of commencement and that the facts stated therein are true to the best of my knowledge and belief.

Signature: _____
(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

Name Printed: Denise Finn, Purchasing & Contracts Administration Manager

Address: 2600 Dr. Martin Luther King Jr. Blvd., S-101, Fort Myers, FL 33916

The foregoing instrument was acknowledged before me this _____ of _____, 20____

by Purchasing & Contracts Administration Manager (name of person, officer, or agent, title of officer or agent), of City of Fort Myers (corporation or partnership, if applicable), a Florida (state of incorporation or partnership, if applicable), on behalf of the Municipality (corporation or partnership, if applicable).

He/she is personally known to me or has produced _____ as identification.

Signature of person taking acknowledgment

Name typed, printed or stamped

(Title or Rank)

CITY OF FORT MYERS CONSTRUCTION CONTRACT CHANGE ORDER

CHANGE ORDER NO. _____

PROJECT: _____	DATE OF ISSUANCE: _____
OWNER: City of Fort Myers, Florida	ACCOUNT No. _____
CONTRACTOR: _____	OWNER'S Project _____
CONTRACT FOR: _____	

(A Change Order requires approval by the Department Director for expenditures under \$25,000 or approval by the CITY COUNCIL for expenditures over \$25,000. All original change orders shall be filed with the City Clerk.)

You are directed to make the following changes in the Contract Documents.

Description:

Purpose of Change Order:

Attachments: *(list documents supporting change)*

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
\$ _____	Starting Date: _____ No. of Days: _____ Completion Date: _____
Previous change Order No. _____	Net change from previous Change Orders
	No. of Days: _____
Contract Price prior to this Change Order	Contract Time prior to this Change Order
\$ _____	No. of Days: _____
Net Increase (Decrease) of this change Order	Net Increase (Decrease) of this Change Order
\$ _____	No. of Days: _____
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$ _____	No. of Days: _____ Completion Date: _____

RECOMMENDED:

APPROVED:

APPROVED:
THE CITY OF FORT MYERS

Consultant (if applicable)

Contractor

By: _____
William P. Mitchell, City Manager

APPROVED:

APPROVED AS TO FORM:

ATTEST:

Department Director

Grant Williams Alley
City Attorney

Marie Adams, CMC, City Clerk

CITY OF FORT MYERS CONSTRUCTION CONTRACT
FIELD CHANGE ORDER

No. _____

Project No.: _____ Bid No.: _____ Contract No.: _____ Date: _____

Contract/Project Name: CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT

Request By: _____

It is hereby requested, agreed, and authorized that the following field change(s) in the work required by the contract documents be made:

Description of the change: _____

Indicate drawings and/or specification affected by this change: _____

CONDITIONS TO THIS CHANGE ORDER:

It is hereby understood and agreed that the above described field change will not involve:

- (A) any change in the Contract Price, or
- (B) any change in the Contract Completion Time, or
- (C) any change that would be inconsistent with the scope of the Contract Documents.

NOTE If this change affects prior approvals for permits granted by any agency, written documentation of that agency's approval of the change is required prior to commencing this change.

CONTRACTOR ACCEPTANCE By: _____
Contractor's Business Name

By: _____
Signature _____ Date _____
Title _____

CONSULTANT'S RECOMMENDATION (if applicable)

By: _____
(Print Name of Consultant) By: _____
Signature _____ Date _____

CITY APPROVAL AND AUTHORIZATION

By: _____ By: _____
(Print Name) Department Director or Signature _____ Date _____
Designated Project Manager

Copies to: Contractor (Top Copy)
Project Consultant
Project Sponsoring Department
Contracts Administration

CITY OF FORT MYERS CONSTRUCTION CONTRACT
FIELD DIRECTIVE CHANGE

NO.: _____

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name: CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT

Contractor: _____

Request By: _____ Date of Request: _____

1. Directive: The CITY hereby directs and authorizes the following change(s) in the work required by the contract documents be made and the CONTRACTOR is hereby directed to proceed promptly. In the event that as a result of the CONTRACTOR accepting this Field Directive Change, there are determined to be change(s) in the Contract (1) scope, (2) cost, or (3) time. Subsequent to the CONTRACTOR finalizing the change(s) in the work required, and upon receipt and acceptance by the CITY of a written and documented claim by the CONTRACTOR, such changes shall be incorporated in a Change Order which is subject to approval by the CITY and the CONTRACTOR.

2. Description of the change(s):

3. Purpose or Intent of Field directive Change:

4. Attachments: (List documents supporting change)

5. Not-to-exceed limits applicable to this Field Directive Change:
Unless specifically authorized by the CITY by a written amendment to this Field Directive Change, the CONTRACTOR shall not exceed the following limits:

A. Estimated not-to-exceed increase (decrease) in the contract price: _____

B. Estimated not-to-exceed increase (decrease) in completion time in calendar days: _____

6. Claim(s) resulting from Field Directive Change

In the event that, as a result of the CONTRACTOR providing or performing the change(s) in the required construction work as set forth in this Field Directive Change, the CONTRACTOR determines that consideration should be given to (1) changing the contract scope, (2) increasing the CONTRACTOR's compensation, or (3) increasing the contract time; the CONTRACTOR shall in accordance with the provisions of Articles 11, 12 and 13 of the Contract Document, submit a written claim to the COUNTY requesting that a Change Order be executed incorporating changes in the (1) contract scope, (2) CONTRACTOR compensation, or (3) contract time as appropriate. Such a claim shall include documentation to support the claim.

It is understood and agreed by the COUNTY in authorizing and by the CONTRACTOR in accepting this Field Directive Change that the following methods shall be used as the basis for considering the issuance of a contract Change Order or any CONTRACTOR claim arising out of this Field Directive Change:

A. Method of Determining Change in Contract Price:

- ☐ Time and Materials
☐ Unit Prices
☐ Cost plus fixed fee
☐ Other

B. Method of Determining Change in Contract Time:

- ☐ Contractor's Records
☐ Consultant's Records
☐ Other

FIELD DIRECTIVE CHANGE NO.: _____ (continued)

7. ACCEPTANCE:

CITY AUTHORIZATION

By _____ By _____
Printed Name Signature

Title/Position _____

Date _____

CONTRACTOR AUTHORIZATION

By _____
Contractor's Business Name

By _____
Print Name

By _____
Signature Witness

Title/Position _____

Date _____

Corporate Seal (Affix if applicable, if not enter "None")

Copies Distributed to:

- ☐ Contractor (Signed Original)
- ☐ Director Project Sponsoring Department (Signed Original)
- ☐ Project Manager
- ☐ Consultant (if applicable)
- ☐ Contracts Administration

ESTIMATE AND REQUISITION FOR PAYMENT

Bid No.: _____ Contract No.: _____ Date: _____
 Estimate No.: _____ (☐ Partial ☐ Final) for Period _____ to _____
 Project No.: _____

Project Name: CONSTRUCTION MANAGER AT RISK-CONTINUING CONTRACT

Requisition to be paid from funds of _____ Fund No.: _____

PAYEE: Contractor's Name: « _____ **INSTRUCTIONS**
 Mailing Address: « _____ Please prepare original to be sent to
 City & State _____ ZIP CODE _____ the Finance Office by the
 Department for partial payment.
 Warrant will be mailed to
 Contractor's mailing address given,
 unless special instructions are
 provided to the immediate left of
 these instructions.

Deliver Warrant: _____ Special Instructions - If Other than Mail

Attach a list of names and addresses of all Sub-Contractors, materialmen, or suppliers that are to be paid from this requisition.

CONTRACTUAL FINANCIAL DATA

Date of Original Contract: _____
 Total Amount of Original Contract \$ _____

PLUS: Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____

Total Change Orders ADDING to cost of Contract \$ _____

LESS: Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____
 Change Order # _____ dated _____ \$ _____

Total Change Orders SUBTRACTING from cost of Contract \$ _____
 Less Total Unit Price Amount Not Used Per Final Field Measurements \$ _____
TOTAL OF ABOVE \$ _____

SPECIAL NOTE: Any change orders which affect the contract not previously transmitted to the Finance Office or to Projects Mngmt must be properly executed and attached to this form before payment will be made.

Total Completed this Requisition \$ _____ Retainage \$ _____
 Total Complete to Date (Column F, Sheet 3) \$ _____
 Retainage % (Percent required in Contract Documents) \$ _____
 Total Earned Less Retainage \$ _____
 Less Prior Payments Made \$ _____
 Less Liquidated Damages \$ _____
 Amount of this Requisition \$ _____
 Total Amount Paid to DBE's from above \$ _____

CITY OF FORT MYERS CONSTRUCTION CONTRACT

PROGRESS PAYMENT CERTIFICATION

Project Name: CONSTRUCTION MANAGER AT RISK-
CONTINUING CONTRACT

Bid No.: _____

Contract No.: _____

Estimate No.: _____

Project No.: _____

Requisition Date: _____

Period From: _____

To: _____

I do hereby certify that all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed, and materials delivered. I further certify that all Sub-Contractors, materialmen or suppliers listed to be paid from this requisition will be paid prior to any future payment request for this particular project. Accordingly, I hereby certify the amount of \$_____ to The City of Fort Myers for a progress payment.

Signed: _____

Contractor

Date: _____

CORPORATE SEAL

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____,
20____, by _____

(Print or Type Name)

Who has produced _____

As identification. _____ (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and documents shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to The City of Fort Myers for progress payment.

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

CITY OF FORT MYERS CONSTRUCTION CONTRACT
FINAL PAYMENT CERTIFICATION
AND CONTRACTORS AFFIDAVIT

Project Name: CONSTRUCTION MANAGER AT RISK-
CONTINUING CONTRACT

Bid No.: _____

Contract No.: _____

Estimate No.: _____

Project No.: _____

Requisition Date: _____

Period From: _____

To: _____

I do hereby certify that all items and amounts shown in the requisition for payment are correct and all work has been performed and materials delivered. This waiver and release of lien is conditioned upon payment of the consideration specified herein. It is not effective until said payment is received. I further certify that the consideration received in exchange for this final waiver and release of lien, when received is designated by the Contractor to be applied to the payment of subcontractors, materialmen, and suppliers who have furnished such services, labor, materials and supplies for which this request for payment is being made. The effect of this release is to quit claim in favor of the Owner, all rights that presently exist or may hereafter accrue to any subcontractor, laborer, supplier, materialman or the undersigned to assert a lien on this project by virtue of any law regarding the rights of a contractor, subcontractor, laborer, supplier or materialmen which they may have to assert a lien or claim against the project.

For warranty and guarantee start date, it is understood and agreed that the date of the final completion of the Work shall apply unless otherwise provided in the Certificate of substantial completion at which time the City initiates occupancy or utilizes the Work or designated portion thereof for the use for which it is intended, which ever is first.

Signed: _____

Contractor

Date: _____

CORPORATE SEAL

STATE OF _____
COUNTY OF _____

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

(Print or Type Name)

who has produced _____
as identification. (Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

I do hereby certify that to the best of my knowledge and belief, all items and amounts shown in this Estimate and Requisition for Payment are correct and that all work has been performed in accordance with the requirements of the Contract Documents. Accordingly, I hereby certify the amount of \$_____ to The City of Fort Myers for final payment.

Substantial Completion Date: _____

Final Completion Date: _____

Signed: _____
Owner's Rep. Preparing Estimate

Signed: _____
Department/Division Director

Date: _____

Date: _____

APPROVAL RECOMMENDED

By: _____

Date: _____

Alternate No. 2

Sheet No. 2 of 3

B - 15

ESTIMATE AND REQUISITION FOR PAYMENT

Bid No.: _____
Contract No.: _____
Estimate No.: _____
Project No.: _____
Requisition Date: _____
Period From: _____
To: _____

* If additional space is required, please use supplemental sheet and bring totals forward to top line.

[illegible]

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT

This Certificate of Substantial Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

A Certificate of Occupancy or Compliance has been issued by the Authority having jurisdiction and the Work to which this Certificate of Substantial Completion applies has been inspected by authorized representatives of OWNER and the CONTRACTOR and that Work is hereby declared to be substantially complete in accordance with the Contract Documents.

Date of Substantial Completion

The following Punch List items to be completed or corrected may not be all-inclusive, and the failure to include an item in it does not alter the responsibility of the CONTRACTOR to complete all the work in accordance with the Contract Documents. The items in this list shall be completed or corrected by the CONTRACTOR within _____ days of the above date of Substantial Completion.

PUNCH LIST: (Each item must be numbered)

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Additional sheets may be added if necessary. Each such additional sheet shall be numbered and noted herein:

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as follows:

RESPONSIBILITIES:

OWNER: _____

CONTRACTOR: _____

The following documents are attached to and made a part of this Certificate:

This certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligation to complete the Work in accordance with the Contract Documents.

Project Inspector _____ Date _____
Name

Executed by OWNER'S REP. On

CONTRACTOR accepts this Certificate of Substantial Completion on

Date: _____

Date: _____

OWNER'S REPRESENTATIVE (Print)

CONTRACTOR (Print)

By _____
Signature

By _____
Signature

CITY accepts this Certificate of Substantial Completion on

Date: _____

DIVISION DIRECTOR (Print)

By _____
Signature

cc: Project Manager
City Sponsoring Dept.
CONTRACTOR
Contracts Administration

CITY OF FORT MYERS, FLORIDA
OWNER'S REPRESENTATIVE CERTIFICATE OF FINAL COMPLETION

EFFECTIVE DATE: _____

CONSULTANT (If Applicable): _____

PROJECT NAME: CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT

PROJECT NUMBER: _____

CONTRACT NUMBER: _____

CONTRACTOR: _____

CITY PROJECT MANAGER: _____

This is a formal certification that based on observation of the Owner's Representative the above contractor has completed all work for the above project in conformance with the plans, specifications and provisions established by the Contract Documents.

I recommend that the work be accepted by The City of Fort Myers.

SIGNED: _____
Owner's Representative

DATED: _____

cc: Project Manager
City Sponsoring Department
CONTRACTOR
Contracts Administration

**CITY OF FORT MYERS, FLORIDA
MINORITY BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION**

Project No.: _____ Bid No.: _____ Contract No.: _____

Contract/Project Name(s): CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT

This is a formal certification that the below list of Minority Business Enterprise Sub-Contractor(s) and amount(s) were utilized on the above project.

<u>DBE SUB-CONTRACTOR</u>	<u>SUB-CONTRACTOR AMT</u>	<u>AMOUNT PAID</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signed: _____
Contractor

Date: _____

cc: Project Manager
Purchasing & Contracts Administration

STATEMENT OF GUARANTEE

The undersign parties do hereby warrant and/or guarantee all work executed by the Contractor on:

Name and Address of Project and Limits of Construction

to be free from defects of materials and workmanship for a period of one year from date of acceptance by the:

CITY OF FORT MYERS, FLORIDA
(at a City of Fort Myers City Council Meeting)

The undersigned parties further agree that they will, at their own expense, repair and replace any and all such defective work and all other work damaged by said defective work under this Warranty, and shall commence to repair/replace said defective work starting within ten (10) calendar days from the date of notice thereof.

It is further understood that the consideration for the giving of this warranty is the requirement by the contract specifications under which the contract was let that such warranty would be given.

CONTRACTOR

By: _____

STATE OF FLORIDA, COUNTY OF LEE

Sworn and Subscribed before me this _____ day of _____, 20_____.

NOTARY PUBLIC

WARRANTY OF TITLE, LIEN RELEASE

KNOW ALL MEN BY THESE PRESENTS, that _____
whose address is _____
for and in consideration of _____ dollars and other good and valuable considerations,
lawful money of the United States of America, to me in hand paid, the receipt whereof is hereby acknowledged, does hereby
waive, release, remiss and relinquish any and all right to claim any lien or liens for work done or material furnished, or any kind
or _____ class _____ of _____ lien _____ whatsoever _____ on _____ the _____ following _____ described
property: _____

Dated this _____ day of _____, 20____

CONTRACTOR

By: _____

Signed, sealed and delivered in the presence of:

Sworn to and subscribed before me this _____ day of _____, 20____.

NOTARY PUBLIC

CONTRACTOR PERFORMANCE EVALUATION

Contractor Name: _____

Project Manager: _____ Phone: _____

Project Name: **CONSTRUCTION MANAGER AT RISK - CONTINUING CONTRACT**
Number: _____

Notice to Proceed Date: _____ Completion Date: _____

SECTION I

MANAGEMENT AND ORGANIZATION OF THE WORK

- A. Effectiveness of supervision in scheduling the work, organizing construction operations and providing quality control. _____
- B. Negotiation of contract modifications, project recordkeeping and project documentation. _____
- C. Working relationship with department personnel responsible for administration of the contract requirements and inspection of the work. _____

SECTION I TOTAL _____

SECTION I AVERAGE _____

SECTION II

WORK PERFORMANCE

- A. Prosecution of the work. _____
- B. Work effort and product quality control. _____
- C. Scheduling and controlling of construction activities to minimize the impact on traffic through the construction zone, access to adjacent property and protection of the general public. _____
- D. Sufficiency of appropriate equipment to prevent downtime and safe production of a quality product. _____
- E. Compliance with E.E.O., labor, training and on-site safety. _____
- F. Interface with utility companies in adjusting, relocating or installing facilities concurrent with construction. _____
- G. Final completion of the project. _____

SECTION II TOTAL _____

SECTION II AVERAGE _____

CONTRACTOR PERFORMANCE EVALUATION
RATING SCALE

- 0 - 1 Completely Insufficient - uncorrected or uncorrectable problems
- 2 - 3 Poor - Problems and errors resulting in excessive effort, delay or actual damages to County or others; some effort made to remedy problems with active participation by County
- 4 - 5 Below Expectations - Minor but consistent problems usually corrected after identification
- 6 - 7 Acceptable - May encounter rare problems which are quickly remedied
- 8 - 9 Above Expectations - Consistently problem free, complete and of high quality
- 10 Outstanding - Excellent performance with service often above that specifically defined

PROJECT MANAGER'S REMARKS SUPPORTING GRADES

(Attach Additional Remarks)

Submitted _____
Project Manager Date

CONTRACTOR'S COMMENTS

(Attach Additional Remarks)

Submitted _____
Contractor Signature Date

Approved _____
Department/Division Director Date

cc: Purchasing & Contracts Administration



COMPA-1

OP ID: RJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/09/2018

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 Olin Hill & Associates Inc. 2804 Del Prado Blvd. #107 Cape Coral, FL 33904 Derek L. Hoines		CONTACT NAME: Derek L. Hoines PHONE (A/C, No, Ext): 239-945-1900 FAX (A/C, No): 239-945-3163 E-MAIL ADDRESS:	
INSURED Compass Construction Inc 824 Lafayette St Cape Coral, FL 33904		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Owners Insurance Company	NAIC # 32700
		INSURER B: Auto-Owners Insurance Company	18988
		INSURER C: National Builders Insurance Co	16632
		INSURER D: Southern-Owners Insurance Co.	10190
		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:			20682922	08/17/2017	08/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			9667255000	08/17/2017	08/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ Waived			4237064700	08/17/2017	08/17/2018	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCV007285107	11/25/2017	11/25/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Construction Manager at Risk - Continuing Contract RFQ #00020-18.
City of Fort Myers is named as Additional Insured on comprehensive General Liability and Business Auto Liability policies. A Waiver of Subrogation applies on the Workers Compensation policy in favor of The City of Fort Myers. Policies contain 30 day notice of cancellation except for 10 days

CERTIFICATE HOLDER

CANCELLATION

FORTM06 The City of Fort Myers 1820 Hendry Street Fort Myers, FL 33901	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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NOTEPAD:

HOLDER CODE FORTM06
INSURED'S NAME Compass Construction Inc

COMPA-1
OP ID: RJ

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Date 07/09/2018

notice for non-payment of premium.