

**TASK AUTHORIZATION NO. 1 TO AGREEMENT BETWEEN OWNER AND
CONSTRUCTION MANAGER-AT-RISK CONTINUING CONTRACT**

The following TASK AUTHORIZATION # 1 is made and entered into on this 9 day of November, 20 18, by and between the CITY OF FORT MYERS (OWNER) and Compass Construction, Inc. (CM) and constitutes a TASK AUTHORIZATION under Solicitation No. **RFQ #0020-18** for Construction Manager-At-Risk –Continuing Contract as entered into on **June 18th, 2018.**

Extent of Agreement. This agreement for Construction Manager At-Risk is for the **Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement** represents the entire agreement between the Owner and the CM and supersedes any prior negotiations, representations or agreements. This Agreement shall not be superseded by any provisions of the Project Plans and Specifications and may be amended only by written instrument signed by both Owner and CM. This Agreement is intended to be consistent with and implement the approved program for the **Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement**

Sections:

- 1) CM'S Compensation. The Owner agrees to pay to the CM as compensation for all of its services and work provided hereunder for: services and work, the sum of **\$865,752** as outlined in Exhibit B.

General Contractor Fee. Thirty days following the Agreement Date, the amount of TBD shall be paid as the General Contractor's Fee based on the negotiated percentage.

Reimbursable Project Costs is based on application for payment for the actual cost of work completed, submitted monthly, itemized to correspond to the basis of compensation as set forth in Exhibit "B", including supportive documentation.

The Total Proposed Guaranteed Maximum Price (GMP) Construction Services is **\$865,752.**

- 2) The Project; Changes in the Project; Additional Fee. The project is as established by the City and CM in that certain documents entitled the **Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement** The costs contemplates a project construction budget not to exceed **\$865,752.** Any changes in the project scope or fee must be approved by the City prior beginning work.

- 3) **Period of Construction; Additional Fee.** Owner and CM expect and believe that the period of the construction phase for the Project shall be 90 days to final completion.

In the event that the construction schedule is extended by agreement of Owner and CM due to changes in the Project requested by Owner, CM shall be entitled to additional CM fee of To be negotiated per calendar month, or To be negotiated per calendar day, beyond such 90 day period.

- 4) **Liquidated Damages.** The CM agrees to complete the construction prior to the Project Substantial Completion Date. The CM acknowledges that failure to complete the Project prior to the Project Substantial Completion Date will result in substantial damages to the Owner. The CM shall be assessed liquidated damages in the amount of \$865 per calendar day for each day completion is extended beyond the Project Substantial Completion Date, plus any fines and penalties directly imposed against Owner by any regulatory and/or governmental authority against Owner. Provided, however, CM and Owner shall cooperate with each other, and shall use best efforts and due diligence to avoid the imposition of any such fines and/or penalties.
- 5) **Construction Inspections and Coordination.** Owner and CM agree to cooperate and coordinate with each other and all Permitting Authorities, including specifically: N/A
- 6) **Notices.** All notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date received by the person listed below or the Authorized Representative, or, if notice is by mail, on the date mailed to the address below or, if by hand delivery, on the date delivered to the address below:

To the CM: Compass Construction, Inc.
824 Lafayette Street
Cape Coral, FL 33904

To the Owner: CITY OF FORT MYERS
P.O. Box 2217
Fort Myers, FL 33902-2217
Attn: City Clerk
Copy to: Public Works/ Engineering Department

- 7) Exhibit "A" Project Scope –
- 8) Exhibit "B" Project Costs-
- 9) Exhibit "C" –Forms-

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

By: [Signature]
Randall P. Henderson Jr., Mayor

Attest: [Signature]
Gwen Carlisle, MMC, City Clerk

Date: 12/4/18

By: [Signature]
Saeed Kazemi, P.E., City Manager

Date: 12/4/18



APPROVED AS TO FORM:
[Signature] 12/3/2018
Grant W. Alley, City Attorney

Witness

[Signature]

Name: Kelly Prianti

[Signature]

Name: Bruce Downs

Compass Construction, Inc.

By: [Signature]

Title: President

Date: 11/30/18

CORPORATE SEAL

EXHIBIT A "Scope of Services"
Project Description

The project scope includes providing labor and material for the selective demolition and replacement of approximately 388 linear feet of badly damaged existing seawall per the plans and specifications issued by Hans Wilson and Associates dated September 4, 2018. Included in the scope will be to remove any vegetation that cannot be worked around, from trimming back to total tree removal, leaving the stump just above surrounding grade, removal and replacement of existing fences to allow the work to be performed, removal of 1 existing dock and replacing it in the same space with new decking to match existing, replace back walkways if damaged by our forces, provide fill and final grade from existing yard to seawall, place new sod over all areas of disturbance.

EXHIBIT "B" PROJECT COSTS

"Project Costs" mean all of the costs incurred by the Owner and CM [excluding Part II, below] in planning, constructing and equipping the Project, all of which Project Costs are to be incorporated within the GMP established by the CM, and without excluding any cost not listed but which is specifically identified in the Agreement, shall include the following:

PART I-A

Part IA - Costs Included Within CM Fees

Proportion related to this project of:

Salaries or other compensation of the CM's officers, partners and/or employees at its principal office and branch offices unless otherwise indicated in Part IB.

CM's general operating and overhead expenses of the CM's principal and branch offices, and all CM profit.

The costs of all data processing staff and data processing equipment.

Licenses.

Principal and branch office supplies including paper, pencils, paper clips, file folders, staples, etc.; janitorial supplies.

Costs for copies of documents created within the PMIS Reporting System and copies of all documents furnished to Owner.

PART I-B

Reimbursable Project Costs Not Included within CM Fee

Wages and salaries of the Construction Manager's superintendent, Field Office Manager and other necessary personnel when stationed at the site with the Owner's agreement.

Travel reimbursement pursuant to Florida Statutes (meals & lodging outside Lee County).

Expenses such as telephone and facsimile service at the site, long-distance telephone charges, expressage, and postage.

Contractor's public liability and property damage insurance; and Worker's Compensation insurance.

Construction or other work performed by CM or otherwise, which, when CM is

permitted to bid pursuant to this agreement, shall be for the bid price or where such

EXHIBIT "B" PROJECT COSTS- Continued

work is performed pursuant to emergency or similar circumstances, shall be for the wages paid for labor in the direct employ of the CM (as opposed to wages paid to management or supervisory personnel), and such fringe benefits, if any, as may be payable with respect thereto.

Electrical Power consumption (monthly) - temporary construction use only.

Water consumption (monthly) - temporary construction use only.

Cleanup at the job site.

Barricades and safety equipment at the job site.

Temporary fencing and gates at the job site.

Signs at the job site, only signs permitted on site is project sign as defined in construction specification.

Weather protection at the job site.

Construction office trailer at the job site.

Record Drawings.

Progress Photographs/Video.

Payment and Performance Bonds.

Owner's Insurance, including Builders Risk and Completed Products and Operations insurance.

Cost of all materials, supplies and equipment incorporated by CM in the Project, including costs of transportation and storage thereof.

Cost including transportation and maintenance of all materials, supplies, equipment, temporary facilities and hand tools not owned by the workmen, which are employed or consumed in the performance of the work and cost less salvage value on such items used but not consumed which remain the property of the CM.

The actual direct out-of-pocket cost to the CM of corrective or warranty work

subject to the GMP and except for any corrective work made necessary because of defective workmanship or other causes contributed to by the CM and limited to the extent recovery is available from the subcontractor or supplier.

EXHIBIT "B" PROJECT COSTS- Continued

No costs shall be paid by the Owner to the CM for any expenses made necessary to correct defective workmanship or to correct any work not in conformance with the Plans and Specifications or to correct any deficiency or damage caused by negligent acts by the CM.

Legal costs reasonable and properly resulting from prosecution of the project for the Owner, including negotiations and litigation with subcontractors, vendors and insurers, subject to the following limitations:

The Owner approved incurring such costs in advance, which approval shall not be unreasonably denied; and

The legal costs were not incurred as a result of the CM's own negligence or default.

Surveys; layout equipment and materials.

Temporary Toilets/holding tanks.

Dumpsters at the job site.

Watchmen at the job site.

All costs directly incurred in the performance of the Project for the benefit of the Project and not included in the CM's fees as set forth in the Agreement.

PART II

Owner's Expenses

The Agreement includes items designated or contemplated as items to be provided by Owner, but excluded for the purposes of determination of the project costs or GMP. These items include but may not be limited to the following:

Site conditions (such as hazardous materials, concealed subsurface conditions and assorted tests and corrective measures).

Additional surveys, except construction layout.

Easements and temporary construction easements.

Land use approvals, if required.

EXHIBIT "B" PROJECT COSTS- Continued

Impact Fees.

Blue Print/Printing copies of the construction documents, plans and specifications.

Permits.

Additional insurance, if any. Includes any Builders' Risk Deductible costs incurred

Any additional consultant fees as may be required, additional AE fees, additional CM fees.

Legal costs reasonable and properly resulting from prosecution of the project,

including negotiations and litigation with sub- contractors, vendors and insurers, subject to the following limitations:

The CM approved incurring such costs in advance, which approval shall not be unreasonably denied; and

The legal costs were not incurred as a result of the Owner's own negligence or default.

All furniture, equipment and materials purchased and installed by Owner or other than CM.

Previously approved AE fees.

Already paid site acquisition costs.

Already completed geotechnical and site studies.

Services provided by the Owners employees in planning, constructing and equipping the project.

Task Authorization No.1 To Construction Manager At-Risk Continuing Contract Agreement
Compass Construction Inc. RFQ # 0020-18.

EXHIBIT "B" PROJECT COSTS- Continued

GMP BUDGET



November 13, 2017

Richard Thompson
City of Fort Myers
Engineering Department
2200 Second street
Fort Myers, FL 33902

RE: Shadow Lane Ft Myers- Carrell Canal Seawall replacement
1111, 1135 and 1141 Shadow Lane
Ft Myers Fl 33901

Proposal Letter

Dear Mr. Thompson,

Thank you for allowing us the opportunity to provide you with a proposal on the above referenced project. Our scope includes providing labor and material for the selective demolition and replacement of approximately 388 linear feet of badly damaged existing seawall per the plans and specifications issued by Hans Wilson and Associates dated September 4, 2018. Included in our scope will be to remove any vegetation that cannot be worked around, from trimming back to total tree removal, leaving the stump just above surrounding grade, removal and replacement of existing fences to allow the work to be performed, removal of 1 existing dock and replacing it in the same space with new decking to match existing, replace back walkways if damaged by our forces, provide fill and final grade from existing yard to seawall, place new sod over all areas of disturbance. Compass Construction will Coordinate with FPL to relocate the pole in 1111 Shadow Lane.

The construction budget is \$ 865,752.52 00 (Eight Hundred Sixty Five Thousand Seven Hundred Fifty Two Dollars).

This proposal is based upon our site visits on 11/05/18 and 11/12/18 and HWA drawings Title Sheet, 2 thru 6 of 6 pages all dated 9/4/18 and Supplementary General Conditions issued by HWA also date Sept 2018. Compass Construction acknowledges meeting with all three home owners on site and reviewed with each what should be expected.

Our proposal is all inclusive with the following assumptions and qualifications:

- Selective seawall demolition including one dock.
- Selective exterior demolition including existing vegetation, trees, and walks
- An allowance of \$1,500.00 is included for replacing lawns with sod, damaged in our area of disturbance.
- New 4" concrete walk and dock will be placed on 1111, in the same location as the existing.
- Work will be performed from both land side and water side
- Removal of all debris
- Provide temporary sanitary facility
- An allowance of \$5,000.00 is included as a contingency for unforeseen conditions.
- Work hours are to be between 7 am and 3:30 pm, Monday thru Friday and exclude Holidays, Saturdays and Sundays.

Exclusions: The following items are not included in our proposal:

Architectural Services
Telephone/network cables
Geotechnical reporting
Overtime/Holiday wages

Utility and Impact Fees
FPL fee's/ cost
Pile Monitoring
Permits

We anticipate construction duration to be 6 weeks after issuance of all permits and contract execution.

Should you have any questions or require additional information please contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Jim Del Vecchio', with a long horizontal line extending to the right.

Jim Del Vecchio
Sr Project Manager
Compass Construction
239 542-7118

Exhibit "C" Forms

PROJECT FORMS

1. Notice of Award
2. Certification of Sublet Work/Minority Business Enterprise Participation Certification
3. E-Verify
4. Construction Payment and Performance Bonds –
5. Certification of Insurance (project >\$50,000)
6. Notice to Proceed
7. Notice of Commencement
8. Application for Estimate & Requisition for Payment –
9. Field Work Directive-
10. Change Order
11. Certificate of Substantial Completion – Statement of Guarantee- Release of Liens

NOTICE OF AWARD

Dated _____

TO: **Compass Construction, Inc.**

(BIDDER)

ADDRESS:

824 Lafayette Street
Cape Coral, FL 33904
(239) 542-7118

PROJECT: **Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement**

CONTRACT: **Task Authorization No. 1 to Construction Manager At- Risk Continuing Contract RFQ #0020-18**

CONTRACT FOR: **Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement**

You are notified that your proposal, submitted for the above referenced project has been approved. You have been awarded a contract for **Emergency Watershed Restoration-Ford Street Canal and Ballard Road Canal**

The Contract Price of your contract is:

You must comply with the following conditions precedent within seven (7) days of the date of this Notice of Award, that is by _____

1. You must deliver **Security Payment and Performance** Bonds as attached. (**Do not date Bonds**) and **Insurance** requirement as listed in instructions.
2. Signed Certification of the US Department of Homeland Security E-Verify System, as attached.
3. Certification of Sublet work for all subcontract agreements

Failure to comply with these conditions within the time specified will entitle CITY to consider your proposal abandoned, to annul this Notice of Award.

Within twenty days after you comply with those conditions, CITY will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

CITY OF FORT MYERS

By _____
Amber P. Smith, Contracts & Grants Specialist

Copy to: Purchasing & Contracts Division

Certification of Sublet Work

Project No.: PW Bid No.: N/A Contract No TA#1 CM at Risk RFQ#0020-18

Contract/Project Name(s): Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement

Contract Amount: \$ 865,752

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

DBE SUB-CONTRACTOR(Yes or No)	SUB-CONTRACTOR AMT	Percent to Contract

Signed: _____
Contractor

Date: _____

cc: Project Manager
Contracts Management

NOTARIZED AFFIDAVIT

EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

STATE OF FLORIDA
COUNTY OF LEE

This _____ day of _____, 20__

_____, being first duly sworn, deposes and says that he or she is the authorized representative of _____ (Name of the contractor, firm or individual), maker of the attached bid, proposal, qualifications and/or any other solicitation released by the City of Fort Myers and that the bidder and any of its agents agree to abide by the City of Fort Myers Employment Eligibility Verification System requirements regarding this solicitation.

AFFIANT

The foregoing instrument was acknowledged before me this ____ of ____, 20__
by _____ (name of person, officer, or agent, title of officer or agent), of _____ (corporation or partnership, if applicable), a _____ (state of incorporation or partnership, if applicable), on behalf of the _____ (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)

CONSTRUCTION PAYMENT BOND

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

CONTRACTOR (Name and Address):

SURETY (Name and Principal Place of Business):

OWNER: **CITY OF FORT MYERS, FLORIDA**

CONSTRUCTION CONTRACT

Date: _____
(to be entered by City Clerk)

Amount:

Description:

BOND

Date: _____
(to be entered by City Clerk)

Amount:

Modifications to this Bond Form:

CONTRACTOR AS PRINCIPAL

Company: _____ (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: _____

Task Authorization No.1 To Construction Manager At-Risk Continuing Contract Agreement
Compass Construction, Inc. RFQ # 0020-18

1. 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.
2. With respect to the City, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 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.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 4.1 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.
 - 4.2 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

Task Authorization No.1 To Construction Manager At-Risk Continuing Contract Agreement
Compass Construction, Inc. RFQ # 0020-18

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 consent passed on the _____ day of _____ has awarded to Wharton-Smith, Inc. (hereinafter designated as the "Principal") a contract dated _____ 20_____

Date to be entered by City Clerk

for the construction of: Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement Task Authorization No. 1 to Construction Manager At Risk Continuing Contract RFQ #0020-18 (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.

Task Authorization No.1 To Construction Manager At-Risk Continuing Contract Agreement
Compass Construction, Inc. RFQ # 0020-18

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

By:

SURETY COMPANY:

By:

Title:

(Corporate Seal)

REQUIREMENTS FOR CERTIFICATE OF INSURANCE

- 1) Make sure the City is named as an ADDITIONAL INSURED on General and Automobile Liabilities.
- 2) Make sure a signed endorsement(s) accompanies the certificate stating that the City is included in the original policies to be named as an additional insured.
- 3) Make sure the PROJECT or service name is IDENTIFIED ON THE INSURANCE CERTIFICATE.
- 4) Make sure the insurance company sends ORIGINAL SIGNATURES.
- 5) Make sure the EXPIRATION DATE is not near.
- 6) Make sure the minimum specified dollar AMOUNTS ARE CORRECT.
- 7) Make sure CANCELLATION CLAUSE on certificate WILL MAIL WRITTEN NOTICE 10 DAYS BEFORE EXPIRATION as specified. (see original agreement section –Insurance)
- 8) Make sure the NAME AND ADDRESS OF YOUR COMPANY IS THE SAME AS SHOWN ON YOUR BID.
- 9) The Certificate Holder **MUST** state:

CITY OF FORT MYERS
2200 SECOND STREET
FORT MYERS, FL 33901

NOTICE TO PROCEED

Dated: _____

Contactor Name	Compass Construction, Inc
Address	824 Lafayette Street, Cape Coral, FL 33904
Phone Number	(239) 542-7118

PROJECT: Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement

THE CITY OF FORT MYERS CONTRACT NO. : Task Authorization No. 1 to Construction Manager At- Risk Continuing Contract RFQ No. 0020-18

CONTRACT FOR: **Emergency Watershed Restoration-Shadow Lane and Carrell Canal Seawall Replacement**

You are notified that the above referenced contract is to be complete in 92 days, and the contract time under the contract will commence on _____. By that date, you are to start performing your obligations under the Contract Agreement. In accordance with Section 4 of the Agreement, the date of the Final Completion is _____

The City of Fort Myers shall record the Notice of Commencement (NOC) with the Lee County Clerk of Court. Once the NOC is recorded a copy shall be provided along with the Notice to Proceed to the Contractor.

Work shall not start until the NOC has been recorded in the office of the Clerk of the Circuit Court of Lee County Florida and received by the contractor.

CITY OF FORT MYERS, FLORIDA
a Municipal Corporation

ATTEST:

By: _____
Randall P. Henderson, Jr., Mayor

Gwen Carlisle, MMC, City Clerk

Date: _____

By: _____
Saeed Kazemi, P.E., City Manager

Date: _____

Approved as to form: _____
City Attorney

Copy to Purchasing & Contracts Administration
 City Engineer
 Project Manager
 Engineer of Record if applicable

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 2200 Second Street, Fort Myers, FL 33901
Phone 239-321-7445 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: (239) _____ Fax: (239) _____

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 Public Works Division
Address: 2200 Second Street, Fort Myers, FL 33901
Phone: 239-321-7445 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: _____

Address: _____

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)

Task Authorization No.1 To Construction Manager At-Risk Continuing Contract Agreement
Compass Construction, Inc. RFQ # 0020-18

PAYMENT APPLICATION AND CERTIFICATE



DATE: _____

SHEET _____ OF _____

APPLICATION NO.: _____

PERIOD FROM: _____ TO _____, 20____

PROJECT: _____ CONTRACT NO. _____

CONTRACTOR: _____

1. ORIGINAL CONTRACT SUM..... \$ _____
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS APPLICATIONS:
ADDITIONS \$ _____ DEDUCTIONS \$ _____
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD (LIST MODIFICATIONS NO.S _____)
ADDITIONS \$ _____ DEDUCTIONS \$ _____
4. NET CHANGE BY CONTRACT MODIFICATIONS (Sum of Lines 2 & 3)..... \$ _____
5. REVISED CONTRACT AMOUNT (Sum of Lines 1 & 4)..... \$ _____
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)..... \$ _____
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ 5 x 100)..... %
8. MATERIALS ON HAND (Listing Attached)..... \$ _____
9. PARTIAL PAYMENT UNDELIVERED EQUIPMENT (Listing Attached)..... \$ _____
10. SUBTOTAL (Sum of Lines 6, 8, 9)..... \$ _____
11. LESS AMOUNT RETAINED (_____ %)..... \$ _____
12. TOTAL AMOUNT RETAINED TO DATE..... \$ _____
13. APPROVED RETAINAGE REDUCTION..... \$ _____
14. SUBTOTAL (Line 10 – Line 11)..... \$ _____
15. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Item 14 from Previous Application)..... \$ _____
16. **CURRENT PAYMENT DUE:** (Difference between Lines 14 & 15)..... \$ _____
17. Total Amount Paid to MBE's to date: \$ _____

Note: All detail must be entered into the MBT located at:
<https://eservices.cityftmyers.com/mbt/>

Task Authorization No.1 To Construction Manager At-Risk Continuing Contract Agreement
Compass Construction, Inc. RFQ # 0020-18

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from CITY, on account of Work done under the Contract referred to above, have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through _____ inclusive; and (2) title to all materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to CITY at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to CITY).

Dated _____, 20____

CONTRACTOR

By _____

COUNTY OF _____
STATE OF _____

Before me this _____ day of _____, 20____, personally appeared _____, known to me, who being duly sworn, deposes and says that he/she is the _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained herein are true, correct and complete.

Notary Public
My Commission Expires _____

Engineer's Recommendation

In accordance with the above contract, the undersigned payment to the Contractor is the Amount Due as shown above.

By _____

(Title)

Date: _____

WORK DIRECTIVE CHANGE INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed for use in situations involving changes in the Work, which, if not processed expeditiously, might delay the Project. These changes are often initiated in the field and may affect the Contract Price or the Contract Time. This is not a Change Order, but only a directive to proceed with Work that may be included in a subsequent Change Order.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

B. COMPLETING THE WORK DIRECTIVE CHANGE FORM

Consultant initiates the form, including a description of the items involved and attachments.

Based on conversations between Consultant and Contractor, Consultant completes the following:

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT PRICE: Mark the method to be used in determining the final cost of Work involved and the net effect on the Contract Price. If the change involves an increase in the Contract Price, and the estimated amount is approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the time, or Contractor may stop the changed Work when the estimated time is reached. If the Work Directive Change is not likely to change the Contract Time, the space for estimated increase (decrease) should be marked "Not Applicable".

METHOD OF DETERMINING CHANGE, IF ANY, IN CONTRACT TIME: Mark the method to be used in determining the change in Contract Time and the estimated increase or decrease in Contract Time. If the change involves an increase in the Contract Time, and the estimated time is approached before the additional or changed Work is completed, another Work Directive Change must be issued to change the time, or Contractor may stop the changed Work when the estimated time is reached. If the Work Directive Change is not likely to change the Contract Time, the space for estimated increase (decrease) should be marked "Not Applicable".

Once Consultant has completed and signed the form, all copies should be sent to City for authorization because Consultant alone does not have authority to authorize changes in Price or Time. Once authorized by City, a copy should be sent by Consultant to Contractor.

Once the Work covered by this directive is completed or final cost and time determined, Contractor should submit documentation for inclusion in a Change Order.

THIS IS A DIRECTIVE TO PROCEED WITH A CHANGE THAT MAY AFFECT THE CONTRACT PRICE OR THE CONTRACT TIME. A CHANGE ORDER, IF ANY, SHOULD BE CONSIDERED PROMPTLY.

WORK DIRECTIVE CHANGE

No. _____

PROJECT: _____ DATE OF ISSUANCE: _____

CITY OF FORT MYERS
2200 Second Street
P.O. Drawer 2217
Fort Myers, FL 33902-2217

CONTRACTOR: _____ CITY OF FORT MYERS CN#: _____

CONTRACT FOR: _____

ENGINEER: _____ ENGINEER'S PROJECT #: _____

You are directed to proceed promptly with the following change(s):

Description:

Purpose of Work Directive Change:

Attachments: *(list documents supporting change)*

If a claim is made that the above change(s) have affected Contract Price or Contract Time, any claim for a Change Order based thereon will involve one of the following methods of determining the effect of the change(s).

Method of determining change in
Contract Price:

____ Time and materials
____ Unit prices
____ Cost plus fixed fee
____ Other _____

Estimated increase (decrease) in Contract
Price: \$_____. If the change
involves an increase, the estimated
amount is not to be exceeded without
further authorization.

Method of determining change in
Contract Time:

____ Contractor's records
____ Engineer's records
____ Other _____

Estimated increase (decrease) in Contract
Time: _____ days. If the change
involves an increase, the estimated
time is not to be exceeded without
further authorization.

RECOMMENDED:

AUTHORIZED:

By _____
CONSULTANT

By _____
CITY OF FORT MYERS

CHANGE ORDER INSTRUCTIONS

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Time. Changes that have been initiated by a Work Directive Change must be incorporated into a subsequent Change Order if they affect Price or Time.

Changes that affect Contract Price or Contract Time should be promptly covered by a Change Order. The practice of accumulating change order items to reduce the administrative burden may lead to unnecessary disputes.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Time, a Field Order may be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Contractor for approval. After approval by Contractor, all copies should be sent to Owner for approval. Engineer should make distribution of executed copies after approval by Owner.

If a change only applies to price or to time, cross out the part of the tabulation that does not apply.



**CITY OF FORT MYERS
CONSTRUCTION CONTRACT CHANGE ORDER**

CHANGE ORDER NO.

PROJECT:

DATE OF ISSUANCE: _____

OWNER: City of Fort Myers, Florida

CONTRACTOR: _____ OWNER'S Project No. ENG-

CONTRACT FOR: Task Authorization No.1 to Construction Manager At-Risk Continuing Contract Agreement RFQ# 0020-18

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

Description:

Purpose of Change Order:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price	Original Contract Time
\$ _____	Starting Date: _____ Days: _____ Completion Date: _____
Previous Change Order No. 1 to No. <u>1</u>	Net change from previous Change Orders
\$ _____	Days: _____
Contract Price prior to this Change Order	Contract Time prior to this Change Order
\$ _____	Days: _____
Net Increase (Decrease) of this Change Order	Net Increase (Decrease) of this Change Order
\$ _____	Days: _____
Contract Price with all approved Change Orders	Contract Time with all approved Change Orders
\$ _____	Days: _____ Completion Date: _____

RECOMMENDED:

By: _____
Project Manager/Consultant

APPROVED:

By: _____
Contractor

APPROVED:
THE CITY OF FORT MYERS

By: _____
Saeed Kazemi, P.E. City Manager

APPROVED:

By: _____
City Engineer/PW Director

APPROVED:
THE CITY OF FORT MYERS

By: _____
Randall P. Henderson Jr., Mayor

ATTEST:

By: _____
Gwen Carlisle, MMC, City Clerk

Project No.: ENG- Bid No.: N/A Contract No.: RFQ#0020-18

Contract/Project Name(s): Emergency Watershed Restoration-

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

RESPONSIBILITIES:

OWNER: City of Fort Myers

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: _____

Saeed Kazemi, P.E. Public Works Director

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

PUBLIC ENTITY CRIME PROVISION:

AS REQUIRED BY FLORIDA STATE STATUTE 287.133, (2)(a), 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 ON A CONTRACT TO PROVIDE ANY 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 A PUBLIC WORK, MAY NOT SUBMIT BIDS 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 IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN s.287.017 FOR CATEGORY TWO FOR A PERIOD OF 36 MONTHS FROM THE DATE OF BEING PLACED ON THE CONVICTED VENDOR LIST. ANY PERSON MUST NOTIFY THE CITY WITHIN 30 DAYS AFTER A CONVICTION OF A PUBLIC ENTITY CRIME APPLICABLE TO THAT PERSON OR TO AN AFFILIATE OF THAT PERSON.