AGENDA FOR THE REGULAR MEETING OF THE
CAPE CORAL CITY COUNCIL

March 23, 2015 4:30 PM Council Chambers

PLEDGE OF CIVILITY
We will be respectful of each other even when we disagree.
We will direct all comments to the issues. We will avoid personal attacks.

1. MEETING CALLED TO ORDER
   A. MAYOR SAWICKI

2. INVOCATION/MOMENT OF SILENCE
   A. COUNCILMEMBER LEON

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL
   A. MAYOR SAWICKI, COUNCIL MEMBERS BURCH, CARIOSCIA,
      DONNELL, ERBRICK, LEON, NESTA, WILLIAMS.

5. CHANGES TO AGENDA/ADOPTION OF AGENDA

6. RECOGNITIONS/ACHIEVEMENTS
   A. None.

7. APPROVAL OF MINUTES
   A. Regular Meeting - March 9, 2015

8. BUSINESS
   A. PUBLIC COMMENT - CONSENT AGENDA
      A maximum of 45 minutes is set for input of citizens on matters
      concerning the Consent Agenda; 3 minutes per individual.
   B. CONSENT AGENDA
      (1) None.
C. CITIZENS INPUT TIME

A maximum of 45 minutes is set for input of citizens on matters concerning the City Government to include Resolutions appearing in sections other than Consent Agenda or Public Hearing; 3 minutes per individual.

D. PERSONNEL ACTIONS

(1) None.

E. PETITIONS TO COUNCIL

(1) None.

F. APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS

(1) P&Z alternate - Burnt Store Road Right-of-Way Committee

9. ORDINANCES/RESOLUTIONS

A. Public Hearings

(1) Ordinance 11-15 Final Public Hearing

WHAT THE ORDINANCE ACCOMPLISHES:
An ordinance amending the Code of Ordinances, Chapter 6, Contractors and Construction Regulation Board, Article II, Unlicensed Contracting, Section 6-17, Enforcement Procedure, to increase the minimum and maximum civil penalty for unlicensed contracting, as allowed by state statute.

(2) Ordinance 12-15 Final Public Hearing

WHAT THE ORDINANCE ACCOMPLISHES:
The ordinance amends Chapter 3 of the Code of Ordinances to establish an extended hours of operation permit procedure for establishments in the South Cape Downtown District zoning district to allow additional hours of operation from 2:00 a.m. to 4:00 a.m. on Saturday and Sunday mornings pursuant to the provisions of the ordinance.

B. Introductions

(1) None.

10. UNFINISHED BUSINESS

A. Legislative Issues

11. NEW BUSINESS

A. Resolution 31-15 Award ITB#UT14-35/KR for the Southwest Water Reclamation (SWR) Facility Bio-Solids Centrifuge construction and installation services to Cardinal Contractors, Inc. of Fort Myers, FL, as the lowest responsive, responsible bidder in the amount of $1,392,000 with a 10% city controlled contingency in the amount of $139,200 and authorize the City Manager to execute the contract. Department Utilities Dollar Value: $1,531,200 (Water and Sewer Fund)
B. Insurance Services Office (ISO) Public Protection Classification (PPC) Summary Report
C. Discussion of Sirenia Vista Viewing Tower - Mayor Sawicki

12. REPORTS OF THE MAYOR AND COUNCIL MEMBERS

13. REPORTS OF THE CITY ATTORNEY AND CITY MANAGER

14. TIME AND PLACE OF FUTURE MEETINGS

A. A Regular City Council Meeting is Scheduled for Monday, March 30, 2015 at 4:30 p.m. in Council Chambers

15. MOTION TO ADJOURN

GENERAL RULES AND PROCEDURES REGARDING THE CAPE CORAL CITY COUNCIL AGENDA

In accordance with the Americans with Disabilities Act and Section of 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the Office of the City Clerk at least forty-eight (48) hours prior to the date of the meeting. If hearing impaired, telephone the Florida Relay Service Numbers, 1-800-955-8771 (TDD) or 1-800-955-8770 (v) for assistance.

Persons wishing to address Council under Citizens Input or the Consent Agenda may do so during the designated times at each meeting. No prior scheduling is necessary. All speakers must have their presentations approved by the City Clerk's office no later than 3:00 PM the day of the meeting.

Any citizen may appear before the City Council at the scheduled PUBLIC HEARING/INPUT to comment on the specific agenda item being considered. No prior scheduling is necessary.

Members of the audience who address the City Council shall step up to the speaker's lectern and give his or her full name, address, and whom he or she represents. Proper decorum shall be maintained at all times. Any audience member who is boisterous or disruptive in any manner to the conduct of this meeting shall be asked to leave or be escorted from the meeting room.

Copies of the agenda are available in the main lobby of Cape Coral City Hall and in the City Council Office, 1015 Cultural Park Boulevard. Copies of all back-up documentation are also available for review in the lobby of Council Chambers. You are asked to refrain from removing any documentation. If you desire copies, please request they be made for you. Copies are 15 cents per page. Agendas and back-up documentation are also available on-line on the City website (capecoral.net) after 4:00 PM on the Thursday prior to the Council Meeting.

*PUBLIC HEARINGS
DEPARTMENT OF COMMUNITY DEVELOPMENT CASES

In all public hearings for which an applicant or applicants exist and which would affect a relatively limited land area, including but not limited to PDPs, appeals concerning variances or special exceptions, and small-scale
rezonings, the following procedures shall be utilized in order to afford all parties or their representatives a full opportunity to be heard on matters relevant to the application:

1. The applicant, as well as witnesses offering testimony or presenting evidence, will be required to swear or affirm that the testimony they provide is the truth.

2. The order of presentation will begin with the City staff report, the presentation by the applicant and/or the applicant's representative; witnesses called by the applicant, and then members of the public.

3. Members of the City Council may question any witness on relevant issues, by the applicant and/or the applicant's representative, City staff, or by any member of the public.

4. The Mayor may impose reasonable limitations on the offer of testimony or evidence and refuse to hear testimony or evidence that is not relevant to the issue being heard. The Mayor may also impose reasonable limitations on the number of witnesses heard when such witnesses become repetitive or are introducing duplicate testimony or evidence. The Mayor may also call witnesses and introduce evidence on behalf of the City Council if it is felt that such witnesses and/or evidence are necessary for a thorough consideration of the subject.

5. After the introduction of all-relevant testimony and evidence, the applicant shall have the opportunity to present a closing statement.

6. If a person decides to appeal any decision made by the City Council with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.
TITLE:
Regular Meeting - March 9, 2015

REQUESTED ACTION:

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment?
2. Is this a Strategic Decision?
   - If Yes, Priority Goals Supported are listed below.
   - If No, will it harm the intent or success of the Strategic Plan?

Planning & Zoning Recommendations:

SUMMARY EXPLANATION AND BACKGROUND:

LEGAL REVIEW:

EXHIBITS:

PREPARED BY:
Division- Department-

SOURCE OF ADDITIONAL INFORMATION:

ATTACHMENTS:

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<tr>
<td>Regular Meeting Minutes - March 9, 2015</td>
<td>Backup Material</td>
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Meeting called to order by Mayor Pro Tem Carioscia at 4:30 p.m.

Invocation/Moment of Silence - Councilmember Donnell

Pledge of Allegiance

Roll Call: Mayor Pro Tem Carioscia, Council Members Burch, Donnell, Erbrick, Leon, Nesta, and Williams were present. Mayor Sawicki was excused.

CHANGES TO AGENDA/ADOPTION OF AGENDA

Mayor Pro Tem Carioscia announced Ordinance 7-15 was withdrawn at the request of the applicant.

Councilmember Leon moved, seconded by Councilmember Donnell to approve the agenda with the changes.

Council polled as follows: Donnell, Erbrick, Leon, Nesta, Williams, Burch, and Carioscia voted “aye.” Seven “ayes.” Motion carried 7-0.

RECOGNITIONS/ACHIEVEMENTS

None.

APPROVAL OF MINUTES

Regular Meeting - February 9, 2015

Councilmember Burch moved, seconded by Councilmember Donnell to approve the minutes for the February 9, 2015 regular meeting as presented. Voice Poll: All “ayes.” Motion carried.

BUSINESS

PUBLIC COMMENT - CONSENT AGENDA

No speakers.

CONSENT AGENDA

(1) Resolution 30-15 Approve Amendment to Jacaranda Parkway and Andalusia Boulevard Roadway Improvement Agreement Between AQ Coral Lakes, LLC, and Coral Lakes Community Association, Inc., and the City of Cape Coral. Department: DCD Dollar Value: N/A

Councilmember Erbrick moved, seconded by Councilmember Leon to approve item B (1) as presented.

Council polled as follows: Donnell, Erbrick, Leon, Nesta, Williams, Burch, and Carioscia voted “aye.” Seven “ayes.” Motion carried 7-0.

CITIZENS INPUT TIME

Tim Trimble discussed how when telephone and light poles were replaced by the power company, the old damaged poles remained on the property for a couple of years; Robert Pott spoke about a petition he had regarding the perimeter wall around the RO Wastewater Plant at SW 32nd Street and 20th Avenue.

City Attorney Menendez stated the following item was Ordinance 6-15 and if it was not
approved, then reconsideration would be needed for Resolution 30-15 approved under the Consent Agenda.

Councilmember Burch stated that LCEC could handle the electric related issue discussed by Mr. Trimble and suggested he provide the information to the LCEC representative to address his concern.

PERSONNEL ACTIONS
None.

PETITIONS TO COUNCIL
None.

APPOINTMENTS TO BOARDS / COMMITTEES / COMMISSIONS
None.

ORDINANCES/RESOLUTIONS

Ordinance 6-15 PDP13-0007*
Final Public Hearing
*Quasi-Judicial, All Persons Testifying Must be Sworn In

WHAT THE ORDINANCE ACCOMPLISHES:
An ordinance amending Ordinance 71-03, as amended, which approved a PDP entitled Sunset Lakes, also known as Coral Lakes, by approving replat, deviation from the minimum required side yard, partial vacation of platted drainage easements, subdivision, and removal of 15.24 acres of land from the PDP.

City Clerk van Deutekom read the title of the Ordinance.

City Clerk van Deutekom administered the oath.

Planning Team Coordinator Struve stated the applicants, AQ Coral Lakes, LLC, Coral Lakes Community Association, Inc., and Coral Lakes Investment Holdings, LLC, were requesting PDP approval for a replat, deviation, vacation request, and subdivision. He described the subject property, surrounding area on the proximity map, and displayed aerial photographs. Staff supported the deeding of the proposed Tract F-5A from the developers to the City to assist in satisfying the Andalusia Boulevard Roadway Improvement Agreement and the removal of this tract from the PDP project area. He reviewed the setback deviation request and provided a map of the area included. He provided background on the vacation request; reviewed staff’s analysis and stated staff recommended approval, subject to the conditions contained within the development order associated with the project. Correspondences, mostly phone calls, were received from 30 individuals; three were in support, and one was opposed to the deviation request, but not to the project at large. At the February 4, 2015 meeting, the Planning and Zoning Commission/Local Planning Agency voted (7-0) to recommend approval of Ordinance 6-15. There were eight speakers during public input with three individuals opposing the requested side setback deviation and two individuals supporting the setback deviation. Since the Planning and Zoning Commission meeting, staff had heard from four additional individuals; three were seeking information. One letter from a person indicated concerns about the future construction of the eventual Andalusia Boulevard extension.

Joe Mazurkiewicz, President, BJM Consulting, Inc., authorized representative, explained the reason for the request and stated the vacation was to create a buffer and would be given to the Homeowner’s Association. He stated that due to the change in the economy it was driving the need to revise the footprint of the homes and the setback. This would not have a negative impact on the residents and future residents of the development and would allow the homes to be marketable and would enhance the neighborhood. He stated he met with the neighbors who voiced their concerns at the Planning and Zoning Commission meeting, as well as the representatives from the Homeowners Association, the developer, the future builder, and the engineer. The
meeting resulted in good communication among all concerned. He asked for approval of the amendment as submitted on the PDP.

Public Hearing opened.

Tim Trimble asked if the homeowners were told they would not be able to have a boat behind their home.

Public Hearing closed.

**Councilmember Erbrick moved, seconded by Councilmember Donnell to adopt Ordinance 6-15 as presented.**

Councilmember Burch stated he appreciated that the consultant met with the homeowners to work out any concerns. He discussed the Coral Lakes development and believed this would work in that development.

Councilmember Donnell questioned if the P&Z liaison could offer any additional information.

Councilmember Erbrick stated the residents were happy with the meeting and this progress in the development would get the residents closer to taking over the development. There was talk at the meeting about how the current Homeowners Association was being run. She discussed the change in the product being offered. She added that boats along with a number of other things would not be allowed according to HOA rules.

Councilmember Donnell thanked Mr. Mazurkiewicz.

**Council polled as follows: Donnell, Erbrick, Leon, Nesta, Williams, Burch, and Carioscia voted “aye.” Seven “ayes.” Motion carried 7-0.**

Ordinance 7-15 PDP14-0010* WITHDRAWN

Final Public Hearing

*Quasi-Judicial, All Persons Testifying Must be Sworn In

**WHAT THE ORDINANCE ACCOMPLISHES:**

An ordinance amending Ordinance 14-01, as amended, which approved a PDP entitled Tarpon Point, by granting the revision of a condition that required the repaving of Pelican Boulevard by December 31, 2014, to a date no later than December 31, 2017.

**Introductions**

Ordinance 10-15
Set 1st Public Hearing Date for March 16, 2015

**WHAT THE ORDINANCE ACCOMPLISHES:**

An ordinance amending the Land Use and Development Regulations, Article II, District Regulations, Section 2.7, District Regulations, Subsection .14, Institutional District (INST), by establishing additional permitted uses and special exception uses.

City Clerk van Deutekom read the title of the Ordinance.

The public hearing date was scheduled for March 16, 2015 at 4:30 p.m., in Council Chambers.

Planner II Boyko stated he was available to answer questions, but would make a presentation at the Public Hearing

Ordinance 11-15
Set Public Hearing Date for March 23, 2015
WHAT THE ORDINANCE ACCOMPLISHES:
An ordinance amending the Code of Ordinances, Chapter 6, Contractors and Construction Regulation Board, Article II, Unlicensed Contracting, Section 6-17, Enforcement Procedure, to increase the minimum and maximum civil penalty for unlicensed contracting, as allowed by state statute.

City Clerk van Deutekom read the title of the Ordinance.

The public hearing date was scheduled for March 23, 2015 at 4:30 p.m., in Council Chambers.

DCD Director Cautero stated he was available to answer questions, but would make a presentation at the Public Hearing.

Ordinance 12-15
Set Public Hearing for March 23, 2015

WHAT THE ORDINANCE ACCOMPLISHES:
The ordinance amends Chapter 3 of the Code of Ordinances to establish an extended hours of operation permit procedure for establishments in the South Cape Downtown District zoning district to allow additional hours of operation from 2:00 a.m. to 4:00 a.m. on Saturday and Sunday mornings pursuant to the provisions of the ordinance.

City Clerk van Deutekom read the title of the Ordinance.

The public hearing date was scheduled for March 23, 2015 at 4:30 p.m., in Council Chambers.

Councilmember Leon provided a powerpoint presentation on Extending Night Life Hours in South Cape and what the Ordinance would accomplish. He reviewed the following slides:

- Ordinance 12-15
- Ordinance 12-15 Business Requirements
- Ordinance 12-15 Permit
- Ordinance 12-15 Permit Revocation/Suspension
- Ordinance 12-15 Year in Review

Councilmember Erbrick asked for comments by the Police Department.

Chief Connelly stated his presentation had been given before and had been seen by Council.

Councilmember Burch stated it may best to give the PD presentation since the Ordinance presentation had been given.

Councilmember Erbrick stated that due to the nature of the Ordinance it might need to be fully explained to the Council and for the benefit of the public's understanding.

Chief Connelly stated that Officer Moll would give the presentation, and noted there were minor changes since the presentation was created.

Officer Moll provided a powerpoint presentation addressing the Extended Bar Hours and reviewed the following slides:

- Purpose
- Scope
- Methodology
- Results (of the study)
- Law Enforcement Measures
Comparison (Between St. Petersburg PD and Cape Coral PD)

DUI Actual & Projected

Average BAC Levels

Public Safety Concerns

Religious Services

Mixing night use activities with day use activities

CRA District

Quality of life issues in mixed use zones

Discussion

Councilmember Leon stated the CRA was working on taxicab stands and trolley service.

Councilmember Burch stated the businesses involved were doing a great job with business downtown. He believed nothing positive would come of the 2-4 am operation. He discussed the use of taxis and trolleys and the public safety issues he believed the Ordinance would create. He stated he did not support this ordinance.

Councilmember Leon stated the burden of the cost was on the business owners, and there was a one-year pilot program. DUI’s could happen at any time and were not isolated to the early morning hours.

Discussion held regarding safety and statistics.

Councilmember Burch stated that mitigating all of the public safety problems was concerning to him, and he questioned why the City would want to move forward. He discussed the one-year time frame and stated it was difficult to remove it once approved.

Councilmember Carioscia stated there was no way to know whether DUI’s were from house parties or bars.

Councilmember Williams questioned the updated DUI information for the March 23rd meeting. Officer Moll stated it would take a lot of manpower to find out where DUI’s were coming from. He stated they could break down the information into North, South, and Central districts.

Councilmember Williams questioned if this was limited to the 4 COP’s. Councilmember Leon stated it was not only the 4 COP’s, but there would also be a South Cape Zoning District established, and it would be within the CRA only.

Councilmember Donnell stated he would not support the Ordinance. He encouraged Council to review the statistics. He thanked Councilmember Leon for the presentation.

Councilmember Carioscia requested the graph showing the specific number of DUIs be sent to Council.

Councilmember Nesta asked about the cameras and the timeframe for maintaining the video. Councilmember Leon stated he has discussed this with the businesses who had no problem with it. Councilmember Nesta asked if the officers on site were uniformed. Chief Connelly answered in the affirmative.

Councilmember Nesta questioned the number of special times (2-4 am) that are allowed in the State of Florida. Councilmember Leon stated he would provide that information.

Councilmember Carioscia questioned the number of bars that committed to the extended hours. Councilmember Leon stated that only 4 bars had committed.

Councilmember Nesta questioned the alcohol served at restaurants. Councilmember Leon stated they would be limited to 2:00 a.m. unless they were in the CRA.
UNFINISHED BUSINESS

Legislative Issues

Councilmember Burch stated he was involved with the Florida League of Cities (FLC) and the Regional Planning Council (RPC); 10 of the 11 planning councils were put back into the bill. He noted that the stricken language put in there related mostly to the authority of the RPC. He requested the FLC go back to review the bill again to make sure the strikethrough language was relative to the planning council and eliminated the responsibility. He stated they talked about the utility relocation bill as well. He stated there was no need to discuss Item 11 B.

City Manager Szerlag stated that he, the Public Works Director and Assistant City Attorney Griffin attended the State session related to the relocation of utility lines. He stated they had requested the bill be expunged. He discussed the payment for relocation of line by the cities and utility providers. This would require cities to pay the costs incurred for the relocation. The City testified, and they were on call to testify again, if necessary. He discussed the times this situation had come up in the City of Cape Coral and urged Council to contact the legislators.

Councilmember Burch discussed the economic downturn and the utility bills that were still being paid. The initiative was the utility companies going after cities which would not allow them to move forward with things that were neglected over the last few years including capital projects, salary increases, etc. It was incumbent upon cities to stand up for themselves. He discussed RPC’s and their representation of the region.

Councilmember Leon questioned what the municipalities had helped to lobby.

Councilmember Burch stated they were not updated yet and he was working with staff to put information together.

ADDENDUM - Approval for Short Notice Travel During Session – Councilmember Burch

Not discussed.

NEW BUSINESS

None.

REPORTS OF THE MAYOR AND COUNCIL MEMBERS

Councilmember Donnell – glad the City Manager was back; and stated his oldest daughter was 20 years old yesterday, he wished her a Happy Birthday.

Councilmember Erbrick – discussed her new dogs.

Councilmember Leon – advised there would be a memorial ceremony Sunday at 1 pm at Jaycee Park for Ed Prince (former employee); would be attending the CCCIA dinner; Reggae Fest would be this Saturday. He suggested moving Resolution 26-15 to the March 16, 2015 Council agenda, and was seeking Council’s comments.

City Clerk van Deutekom read the memo from Mayor Sawicki which stated the issue was complicated and with the large amount of information provided by the City Manager's Office, the best place to hold discussions was in a workshop prior to bringing it to a voting meeting. She stated it was her desire to add this to the next Committee of the Whole meeting as Council had previously requested.

Councilmember Leon asked the City Clerk to clarify the motion made last week. Discussion held regarding the motion made at the last meeting related to Resolution 26-15.

City Clerk van Deutekom stated there was no specific motion for moving this item to a specific workshop and no date was identified.
Councilmember Donnell asked the City Attorney to address the motion and what it accomplished.

City Attorney Menendez clarified the motion made which was to approve the agenda as amended, i.e. it did not say to move it to a workshop.

**Councilmember Leon moved, seconded by Councilmember Nesta to move Resolution 26-15 to the March 16, 2015 Council Meeting.**

Councilmember Leon discussed the amount of time it would take for employees to get money in their check if the item was discussed at the April Committee of the Whole meeting.

Councilmember Burch stated he agreed with the Mayor and wished to keep the item on a workshop.

Councilmember Williams agreed with Councilmember Burch and the Mayor; the Resolution needed to be discussed at a workshop.

Councilmember Nesta stated there was a minority of people to provide raises to and now Council was going to stand firm. He was confused about why it was not being finished and moved forward.

Councilmember Donnell stated he agreed with Councilmember Leon and separating the two items (pay raises, pay range) as discussed during the March 4, 2015 COW meeting.

City Manager Szerlag clarified that the non-bargaining employees already received a 5% raise effective October 1st, and this was for the second 5%.

Councilmember Leon stated that over the last 20 years this group has been neglected, due to not having a union representing them. This was why he felt this item needed to be done at a Council meeting.

**Council polled as follows: Donnell, Leon, and Nesta voted “aye.” Erbrick, Williams, Burch, and Caroscia voted “nay.” Three “ayes,” four “nays.” Motion failed 3-4.**

Councilmember Nesta – no report.

Councilmember Williams – Cirque Italia was in town, and they donated 68 tickets to the Special Populations group.

Councilmember Burch – 50th Anniversary Fashion Show Event at Cape Elementary; announced the passing of Fred Cull, resident and community supporter; Joey DiGregoro, Battle of the Bulge WWII survivor and VFW Honor Guard also passed away. He discussed the FEMA EOC Training he attended; latest “On the Move” newsletter; Bike/Ped Mayor’s Challenge which the Mayor asked him to announce and authorizing the Mayor to do the following 5 things: Mayor gets approval to join the challenge, submit name of the team leader, Mayor makes a public statement about making roads safe, Mayor coordinates and leads the local team to take action, and the local team assesses their community for safety and develop a plan relevant to the challenge for activities for Bike/Ped.

Councilmember Erbrick stated she was not able to read the information that was given today. She would have appreciated having the information earlier in the day. She requested the item be put off until next week.

Councilmember Donnell asked if there was a cost involved. Councilmember Burch stated it was mainly the Mayor making some statements. He stated he was trying to
help the Mayor out by distributing the information and making the request.

It was the consensus of Council to allow the Mayor to participate in the challenge.

Councilmember Carioscia – attended the Touch a Truck Event; and 40th Anniversary of the Local 2424 Union celebration.

REPORTS OF THE CITY ATTORNEY AND CITY MANAGER

City Attorney – no report.

City Manager – discussed the staff analysis on the odor problems at the RO Plant.

Utilities Director Pearson addressed the odor and stated there was an engineering analysis; which had a recommendation for the odor control and $550,000 was available to make those improvements. He discussed the 2011 approval to construct a wall around the Everest Complex which was for aesthetics. It was constructed for aesthetics and an odor scrubber system was installed prior to the wall construction. He presented an aerial of the South RO Facility. He stated they took a sound reading from Mr. Pott’s house and other locations around the plant. He stated landscaping had been installed around the plant. The noise issue was investigated and the noise near Mr. Pott’s house was generated from Veterans and Chiquita. Over the last 29 years since the RO Plant had been there, and 21 years since the Water Reclamation Facility had been there, there were no noise complaints from that location. He stated the Police Department went out and took a reading, and the City was in compliance. He discussed the cost for a sound attenuation wall. He stated they wanted to be a utility that was responsive to the complaints from the surrounding neighbors.

City Manager Szerlag asked whether the ambient noise was greater than the noise from the plant. Director Pearson stated there was noise from the chillers at the High School and from the coolers for the cell phone tower. He stated there had been no previous complaints from the neighbors. City Manager Szerlag stated since no other complaints had been received he did not believe a further study was necessary.

Councilmember Leon stated he had experience with the area and the noise came from other locations around the plant such as the elementary, middle, and high school.

Utilities Director Pearson discussed the natural buffer that surrounded the South Plant.

Councilmember Leon stated putting up a wall would not help.

Councilmember Burch questioned whether staff had gone out during the time when Mr. Pott felt there was a problem. Utilities Director Pearson stated they went out, not with Mr. Pott, but during the complaint time, and there was no noise issue.

City Manager Szerlag stated he would ask Mr. Pott to contact the non-emergency Police Department number to go out and address the issue if after normal work hours.

TIME AND PLACE OF FUTURE MEETINGS

A Strategic Planning Session was scheduled for Wednesday, March 11, 2015 at 2:00 p.m. at Fire Station #8, 707 SW 1st Street.

A regular City Council meeting was scheduled for Monday, March 16, 2015 at 4:30 p.m. in Council Chambers.

MOTION TO ADJOURN

There being no further business, the meeting adjourned at 6:48 p.m.
Submitted by,

Rebecca van Deutekom, MMC
City Clerk
TITLE:
Resolution 31-15 Award ITB#UT14-35/KR for the Southwest Water Reclamation (SWR) Facility Bio-Solids Centrifuge construction and installation services to Cardinal Contractors, Inc. of Fort Myers, FL, as the lowest responsive, responsible bidder in the amount of $1,392,000 with a 10% city controlled contingency in the amount of $139,200 and authorize the City Manager to execute the contract. Department Utilities Dollar Value: $1,531,200 (Water and Sewer Fund)

REQUESTED ACTION:
Approve or Deny

STRATEGIC PLAN INFO:
1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? Yes
   If Yes, Priority Goals Supported are listed below.
   If No, will it harm the intent or success of the Strategic Plan?

PRIORITY GOAL #3: INVEST IN COMMUNITY INFRASTRUCTURE INCLUDING UTILITIES EXPANSION IMPROVEMENTS TO ENHANCE THE CITY'S ABILITY TO MEET THE NEEDS OF ITS CURRENT AND FUTURE RESIDENTS.

Planning & Zoning Recommendations:

SUMMARY EXPLANATION AND BACKGROUND:
1. On September 3, 2014 the City issued a Request for Qualification (RFQ) for Contractors for the Construction and Installation Services for the Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation - RFQ-UT14-38/KR.
2. Five (5) firms responded to the RFQ and were pre-qualified. The firms in alphabetical order were Cardinal Contractors, Inc. of Fort Myers, FL; Florida Design Contractors, Inc. of Lake Park, FL; Mitchell & Stark Construction Co., Inc. of Fort Myers, FL; Petticoat-Schmitt Civil Contractors, of Jacksonville, FL; Poole & Kent Company of Florida of Port Charlotte, FL.
3. On December 17, 2014, the City issued an Invitation to Bid to the Five (5) Pre-Qualified firms. On January 29, 2015, three firms submitted Bids: Cardinal Contractors, Inc. of Fort Myers, FL; Florida Design Contractors, Inc. of Lake Park, FL and Mitchell & Stark of Fort Myers, FL.
4. The Utilities Department recommends Cardinal Contractors, Inc. of Fort Myers as the lowest responsive responsible bidder meeting the requirements outlined in the bid document.
5. The Project Manager is requesting a City Controlled Contingency of 10%. The expenditure of contingency, if any, will be subject to approval of specific change orders by City's Project Manager, if justified upon identified needs with an appropriate scope and cost to
address specific need
Funding Information: Water and Sewer Capital Projects fund, Business Unit 4050059.662601, WRB-2 Bio-Solids Centrifuge

LEGAL REVIEW:
Legal has reviewed the contract.

EXHIBITS:
Resolution 31-15
Department Recommendation
Bid Matrix

PREPARED BY:
Wanda Roop
Division-Procurement
Department-Finance

SOURCE OF ADDITIONAL INFORMATION:
Jeff Pearson, Utilities Director

ATTACHMENTS:

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<td>Memo - Resolution 31-15</td>
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<td>Cover Memo</td>
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CITY OF CAPE CORAL
UTILITIES DEPARTMENT

TO: John Szerlag, City Manager

FROM: Jeff Pearson, Director, Utilities Department
       William H. Sperry, PE, Professional Engineer
       Victoria Baterry, Financial Services Director
       Wanda Roop, Procurement Manager

DATE: March 18, 2015


Project Background:

On November 8, 2011, the City entered into a binding Interlocal agreement to contract with Lee County Solid Waste for hauling and disposal of the City of Cape Coral’s dewatered sludge (Bio-solids), effective through September 30, 2020. The bio-solids transported & disposed are billed to the City by Lee County Solid Waste based upon received wet tons of sludge per truck with an additional tipping fee. The City owned centrifuges are more efficient than the existing belt filter presses in the removal of water content from the thickened bio-solids produced which will lower the hauling & disposal costs by at least 30% once the centrifuges come online in 2015. The actual expenditure for sludge disposal in FY-2014 was $422,377.83. This cost covers the City’s disposal and transport fees for hauling sludge from the City’s Bio-solids Processing Facility at the Southwest Water Reclamation Facility to Lee County’s Solid Waste landfill, composting facilities or waste to energy plant. An estimated 30% savings can be expected with the installation of the centrifuges. This projected savings is calculated based on a 30% efficiency improvement with the centrifuges. The centrifuges will provide higher water to solids ratio. Simply stated we will be transporting less water and achieve a higher content of solids disposal and send 30% fewer loads of sludge to Lee County. This project is projected to provide a 10 year return on investment (ROI) based on the construction cost to install the centrifuges and the savings for tipping fees and transportation charges by Lee County. The service life of the new centrifuge equipment is estimated at 20 years. After the equipment is installed, we will have more definitive cost savings data available. The currently installed belt filter presses are approximately 20 years old and need to be replaced.

On Wednesday, October 1, 2014 the City received submittals from contractors in response to the Request for Qualifications for the Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation construction project. Submittal packages were received from five (5) qualified contractors. On December 17, 2014 bid notices for Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation (ITB-UT-14-35/KR) were sent to the five previously qualified contractors.

On January, 29, 2015, the City of Cape Coral received three (3) Bids from Pre-Qualified Contractors for the construction of the Bio-Solids Centrifuge Installation project located at the Southwest Water Reclamation Facility. The bid item extensions and the summation of all bid
items were checked for accuracy. The Total Estimated Construction Cost for each of the three bids received is listed as follows (low bid to high bid):

Cardinal Contractors, Inc.  $1,392,000.00
Florida Design Contractors, Inc.  $1,553,500.00
Mitchell & Stark Construction Co., Inc.  $2,080,000.00

A copy of the Certified Bid Tabulation is included as an attachment.

Utilities Department Recommendation:

The Utilities Department has reviewed the Bids from the three (3) Pre-Qualified Contractors (RFQ-UT14-38/KR) for accuracy and completeness. Cardinal Contractors, Inc. is the lowest, responsive, responsible bidder. Therefore the Utilities Department recommends award of the project to Cardinal Contractors, Inc. for the Total Estimated Construction Cost of $1,392,000.00.

Contingency Funds:

In conjunction with recommending the award of the Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation project, the Utilities Department requests a contingency amount of ten percent (10%) of the Total Estimated Construction Cost be allocated for this project. This project is located in an existing building and involves the removal and/or rehabilitation of existing equipment in conjunction with the installation of new equipment and is likely to encounter unforeseen obstacles or conflicts requiring extra attention on behalf of the contractor. Should an unanticipated circumstance be encountered, the Utilities Department must be prepared to deal with it in a timely manner to ensure the project is completed in an expeditious manner thereby minimizing disruption to the City’s wastewater sludge processing operation. Additional costs requested by the Contractor will be reviewed by the Engineer of Record and approved by the Utilities Department prior to the work being performed.

Fund Availability:

Funding for the project has been included in the Water and Sewer Capital Projects fund, Business Unit 4050059.662601, WRB-2 Bio-Solids Centrifuge, and has been brought forward to the FY2015 budget. The remainder of funding will be transferred from the Utilities Department’s ADM-49 ASR/IRR Supply FY15, Business Unit 4050129.662601 budget.

Thank you for your attention to this important matter. Should you have any questions or if we can be of further assistance please give William H. Sperry, PE, a call at 574-0729.

## Bid Tabulation

**For** BIO-SOLIDS CENTRIFUGE INSTALLATION

**ITB-UT14-35/KR**

**BID RECEIPT: JANUARY 29, 2015 @ 2:30 PM** - **BID OPENING: JANUARY 29, 2015 @ 3:00 PM**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>CARDINAL CONTRACTORS, INC. 12741 World Plaza Lane, Bldg M, Suite 2</th>
<th>FLORIDA DESIGN CONTRACTORS, INC. 1326 S. Killian Drive</th>
<th>MITCHELL &amp; STARK CONST. CO., INC. 4000 High Cotton Lane</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization / Demobilization</td>
<td>LS</td>
<td>$60,000.00</td>
<td>$60,000.00</td>
<td>$40,000.00</td>
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<td>2</td>
<td>General Requirements</td>
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<td>$110,000.00</td>
<td>$50,000.00</td>
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<tr>
<td>3</td>
<td>Centrifuge Installation</td>
<td>LS</td>
<td>$200,000.00</td>
<td>$200,000.00</td>
<td>$110,000.00</td>
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<tr>
<td>4</td>
<td>Polymer System Installation</td>
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<td>$10,000.00</td>
<td>$12,000.00</td>
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<tr>
<td>5</td>
<td>Concrete Pedestals</td>
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<td>$15,000.00</td>
<td>$15,000.00</td>
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<tr>
<td>6</td>
<td>Aluminum Cathode Design and Construction</td>
<td>LS</td>
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<td>$92,000.00</td>
<td>$135,500.00</td>
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<tr>
<td>7</td>
<td>Overhead Crane Design and Construction</td>
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<td>$135,000.00</td>
<td>$345,500.00</td>
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<tr>
<td>8</td>
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<td>$330,500.00</td>
<td>$330,500.00</td>
<td>$483,200.00</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED CONSTRUCTION COST:**

- $1,200,500.00
- $1,382,000.00
- $1,888,500.00

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>CARDINAL CONTRACTORS, INC. 12741 World Plaza Lane, Bldg M, Suite 2</th>
<th>FLORIDA DESIGN CONTRACTORS, INC. 1326 S. Killian Drive</th>
<th>MITCHELL &amp; STARK CONST. CO., INC. 4000 High Cotton Lane</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Allowance for Conveyor System</td>
<td>LS</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
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<tr>
<td>11</td>
<td>Allowance for Airing</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
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<tr>
<td>12</td>
<td>Allowance for Mopile</td>
<td>LS</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
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<tr>
<td>13</td>
<td>Allowance for Local Government</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES:**

- $1,392,000.00
- $1,553,500.00
- $2,080,000.00

**Suffolk**

This is to certify that the bids tabulated herein were received at 2:30 PM, local time on the 29th day of January, 2015 and publicly opened and read aloud at 3:00 PM, local time on the 29th day of January, 2015 in Conference Room 262, Cape Coral City Hall, 1016 Cultural Park Blvd, Cape Coral, Florida 33990 and that said bids were accompanied by acceptable certified checks or bidder's bonds in the amount of 5% of the bid and bidders acknowledged receipt of Addendum.

[Signature]

William R. Speary, Jr.
P.O. No. 755811
City of Cape Coral
1016 Cultural Park Blvd.
Cape Coral, Florida 33990
RESOLUTION 31 - 15

A RESOLUTION OF THE CITY OF CAPE CORAL AWARDING A BID FOR THE SOUTHWEST WATER RECLAMATION FACILITY BIO-SOLIDS CENTRIFUGE CONSTRUCTION AND INSTALLATION TO CARDINAL CONTRACTORS, INC.; PROVIDING FOR SUBSEQUENT EXECUTION OF THE CONTRACT DOCUMENTS BY THE CITY MANAGER; PROVIDING FOR APPROVAL OF A CONTINGENCY AMOUNT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 3, 2014, REQUEST FOR QUALIFICATIONS (RFQ) #UT14-38/KR was issued for Contractors for Construction and Installation Services for the Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation; and

WHEREAS, five firms responded to the RFQ and were pre-qualified; and

WHEREAS, on December 17, 2014, INVITATION TO BID (ITB) #UT14-35/KR was issued to the five pre-qualified firms for Construction and Installation Services for the Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation; and

WHEREAS, three (3) bids were submitted and opened on January 29, 2015; and

WHEREAS, the City Manager recommends the award of the bid to Cardinal Contractors, Inc., as the lowest qualified responsible and responsive bidder meeting the requirements and criteria set forth in the invitation to bid, in the amount of $1,392,000, subject to a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby awards the bid for Construction and Installation Services for the Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation, to Cardinal Contractors, Inc., in the total amount of $1,392,000, subject to a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

Section 2. The City Council hereby approves the contract between the City of Cape Coral and Cardinal Contractors, Inc., for Construction and Installation Services for the Southwest Water Reclamation Facility Bio-Solids Centrifuge Installation, and authorizes the City Manager to execute the Contract. A copy of the Contract is attached hereto as Exhibit A.

Section 3. The City Council hereby authorizes the City Manager or the City Manager's designee to enter into change orders for work required other than as contemplated in the contract documents with an appropriate scope and cost to address those needs, subject to payment of a City-controlled contingency amount not to exceed ten (10) percent of the total amount of the contract.

Section 4. This Resolution shall take effect immediately upon its adoption.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR COUNCIL SESSION THIS _______ DAY OF _____________, 2015.

MARNI L. SAWICKI, MAYOR
VOTE OF MAYOR AND COUNCILMEMBERS:

SAWICKI
BURCH
CARIOSCIA
NESTA
LEON
ERBRICK
WILLIAMS
DONNELL

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF ____________, 2015.

APPROVED AS TO FORM:

REBECCA VAN DEUTEKOM,
CITY CLERK

DOLORES D. MENENDEZ
CITY ATTORNEY
res/Bid Award-Cardinal Contractors
SECTION 00500
AGREEMENT
CON-UT14-35/KR
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between City of Cape Coral, Florida ("Owner") and Cardinal Contractors, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The installation of three (3) City provided decanter style centrifuges, coordinate the installation of a selected sub-contractor supplied and installed conveyor belt system, installation of one (1) ductile iron in-line grinder and associated piping and appurtenances and the procurement of one (1) additional in-line grinder as a spare, fabrication and installation of an aluminum catwalk, fabrication and installation of a truck entrance awning, remove and relocate the truck entrance over height bar, fabrication and installation of an overhead crane system, installation of three (3) City provided polymer systems, the construction of concrete pedestals for centrifuge supports, electrical equipment and associated appurtenances, all other associated piping, valves, miscellaneous concrete, and site work as required.

ARTICLE 3 – ENGINEER

3.01 The Contract Documents – Division 0 – Bidding and Contract Requirements has been prepared by the City of Cape Coral, Florida. The Contract Drawings and Technical Specifications Division 1 – General Requirements and Divisions 2 through 17 – Technical Specifications for the Project have been prepared by Tetra Tech, Inc. Attachments “A” through “D” are included as a part of the Contract Documents.

3.02 The Owner has retained Tetra Tech, Inc. ("Engineer") to assist the Owner and act in limited capacity as the Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

CITY ____________________

CONTRACTOR ____________________

SW WRF BIO-SOLIDS
CENTRIFUGE INSTALLATION 00500-1 2/17/2015
ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence
   A. All time limits for Milestones, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Contract Times: Days
   A. The Work will be substantially completed within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages
   A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.03.A above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $350.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.03.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $350.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 Special Damages
   A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor’s failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03.A for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.03.A for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, a total base bid cost of: $1,392,000 - "Not to Exceed".

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about 25 business days after the date on which the payment request or invoice is stamped as received by the Engineer. Payment for the Work shall be as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

   a. 90 percent of Work completed (with the balance being retainage). If the Work has been completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon 50 percent Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 5 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of one-percent (1.0%) per month.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.

CITY

CONTRACTOR

SW WRF BIO-SOLIDS

CENTRIFUGE INSTALLATION 00500-4

2/17/2015
Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive).
   
   Must Be Completed and Signed - We require 3 signed SETS
   
   Please attach a Certificate Signifying that the Signer of the Agreement is authorized to Sign Agreement for the business.

2. Performance Bond (pages 1 to 3, inclusive) (Section 00610).
   
   Attached Form - Must Be Completed, Recorded in Lee County with Executed Agreement.
   
   Provide Certificate that shows the Surety Firm is Authorized to transact in the State of Florida.

3. Payment Bond (pages 1 to 3, inclusive) (Section 00620).
   
   Attached Form - Must Be Completed, Recorded with Executed Agreement.
   
   Provide Certificate that shows the Surety Firm is Authorized to transact in the State of Florida.
4. Insurance Requirements:

**Insurance**: Unless otherwise specified, Contractor shall, at its own expense, carry and maintain the coverages as outlined in the Supplementary Conditions (Section 800), as well as any insurance coverage required by law:

*As Shown in ITB- UT14-35/KR - Section 800 - Supplementary Conditions*

Provide Certificate of Insurance including all required insurance coverage(s) with The City of Cape Coral named as an additional insured.

5. General Conditions (pages 1 to 65, inclusive) (Section 00700)

*As Shown in ITB- UT14-35/KR - Reference Only (December 2014)*

Supplementary Conditions (pages 1 to 24, inclusive) (Section 00800)

a. Including Exhibit A – Pricing of Construction Contract Change Orders
b. Including Exhibit B – Right of Audit – Examination of Records
c. Including Exhibit C – Record Keeping and Public Records

*As Shown in ITB- UT14-35/KR - Reference Only (December 2014)*

6. Specifications as listed in the table of contents of the Project Manual [Division 0 as prepared by the City of Cape Coral and Divisions 1 and 2 through 17 as prepared by Tetra Tech, Inc.].

*As Shown in ITB- UT14-35/KR - Reference Only (December 2014)*


*As Shown in ITB- UT14-35/KR - Reference Only (December 2014)*

8. Drawings with each sheet bearing the following general title: The City of Cape Coral, Southwest Water Reclamation Facility, Bio-Solids Centrifuge Installation as prepared by Tetra Tech, Inc.

*As Shown in ITB- UT14-35/KR - Reference Only (December 2014)*

9. **Addenda (numbers 1 to 2, inclusive).**

Signed Acceptance of Addendum - Attachment Included with Submitted Bid Form 300

10. Exhibits to this Agreement (enumerated as follows):

a. Contractor’s Bid (Division 0, Section 00300).

Completed Bid Form 300 - Original Submitted Form Attached

b. Business Ethics Requirements (Division 0, Section 00481).

Signed Acceptance of Form 00481 - Attachment Included with Submitted Bid Form 300

SW WRF BIO-SOLIDS
CENTRIFUGE INSTALLATION 00500-6 2/17/2015
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

   a. Notice to Proceed.
   b. Work Change Directives.
   c. Change Orders.
   d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

   A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

   A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

   A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

   A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

CITY

CONTRACTOR

SW WRF BIO-SOLIDS
CENTRIFUGE INSTALLATION 00500-7 2/17/2015
10.05 Contractor’s Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

B. The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

B.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

B.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119 F.S., or as otherwise provided by law;

B.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;

B.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on ________ (which is the Effective Date of the Contract).

OWNER:

City of Cape Coral
By: __________________________
Title: __________________________

Attest: __________________________
Title: __________________________

Address for giving notices:
1015 Cultural Park Blvd.
2nd Floor
Cape Coral, FL 33990

CONTRACTOR: Cardinal Contractors, Inc.

By: __________________________
Title: __________________________

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: __________________________
Title: __________________________

Address for giving notices:
10405 Technology Terrace
Lakewood Ranch, FL 34211

License No.: __________________________
(where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

APPROVED AS TO FORM:

BY: __________________________
City Attorney's Office

02/16/15
SECTION 00610
PERFORMANCE BOND

CONTRACTOR (name and address):
Cardinal Contractors, Inc.
12741 World Plaza Lane, Bldg. 84, Suite 2
Fort Myers, FL 33907

SURETY (name and address of principal place of business):
Federal Insurance Company
Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Western Surety Company
Attn: Surety Department
555 Mission Street, Suite 200
San Francisco, CA 94105

OWNER (name and address):
City of Cape Coral, FL
1015 Cultural Park Blvd., 2nd Floor
Cape Coral, FL 33990

CONSTRUCTION CONTRACT
Effective Date of the Agreement:

Amount: One Million Three Hundred Ninety-Two Thousand and 00/100 ($1,392,000.00)**

Description (name and location):
SW WRF Bio-Solids Centrifuge Installation
City of Cape Coral, FL

BOND
Bond Number: 82335601 / 829066570
Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 12, 2015
Amount: One Million Three Hundred Ninety-Two Thousand and 00/100 ($1,392,000.00)**

Modifications to this Bond Form: ☑ None ☐ See Paragraph 16

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Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Cardinal Contractors, Inc. (seal)
Contractor’s Name and Corporate Seal

By: Richard Holt
Signature
Richard Holt
Print Name
Vice President

Attest: Debbie L. Welsh, Senior Account Executive
Title

SURETY

Federal Insurance Company and Western Surety Company (seal)
Surety’s Name and Corporate Seal

By: Donna L. Welsh
Signature (attach power of attorney)
Donna L. Welsh
Print Name
Attorney-in-Fact
Title

Attest: Debbie L. Welsh, Senior Account Executive
Signature
Debbie L. Welsh, Senior Account Executive
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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SW WRF BIO-SOLIDS
CENTRIFUGE REPLACEMENT 00610-1
12/02/14
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default.

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirements in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
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. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:
ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN

On February 12, 2015 before me, Donna J. Frowd, Notary Public

(insert name and title of the officer)

personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

(Seal)
each as their true and lawful Attorney In Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2014.

Dawn M. Chioros, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY

County of Somersett

On this 15th day of May, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by authority, and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Wendie Walsh
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2018

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys. In Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chioros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By-Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and VIGILANT are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies at Warren, NJ this February 12, 2015

Dawn M. Chioros, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

LISTED ABOVE, OR BY Telephone (908) 803-3493 Fax (908) 803-3656 e-mail: surety@chubb.com

Form 15-10-0225B- U GEN CONSENT (rev. 02-14)
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Brophy McGowan, Susan J Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of August, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota        } ss
County of Minnehaha

On this 7th day of August, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2015

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of February, 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.
SECTION 620

PAYMENT BOND

CONTRACTOR (name and address):
Cardinal Contractors, Inc.
12741 World Plaza Lane, Bldg. 84, Suite 2
Fort Myers, FL 33907

SURETY (name and address of principal place of business):
Federal Insurance Company
Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059
and
Western Surety Company
Attn: Surety Department
555 Mission Street, Suite 200
San Francisco, CA 94105

OWNER (name and address):
City of Cape Coral, FL
1015 Cultural Park Blvd., 2nd Floor
Cape Coral, FL 33990

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: One Million Three Hundred Ninety-Two Thousand and 00/100 ($1,392,000.00)***

Description (name and location):
SW WRF Bio-Solids Centrifuge Installation
City of Cape Coral, FL

BOND

Bond Number: 82335601 / 829606570

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): February 12, 2015

Amount: One Million Three Hundred Ninety-Two Thousand and 00/100 ($1,392,000.00)

Modifications to this Bond Form: X None □ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Cardinal Contractors, Inc. (seal)

Contractor’s Name and Corporate Seal

By: Richard Holt

Signature

Print Name

Vice President

Attest: Robin C. Wilson

Signature

Print Name

Assistant Secretary

Title

SURETY

Federal Insurance Company and Western Surety Company (seal)

Surety’s Name and Corporate Seal

By: Donna L. Welsh

Signature (attach power of attorney)

Print Name

Attorney-in-Fact

Title

Attest: Debbie L. Welsh, Senior Account Executive

Signature

Print Name

Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

SW WRF BIO-SOLIDS CENTRIFUGE INSTALLATION 00620-1 12/02/14
1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants who do not have a direct contract with the Contractor,

5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner 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 Owner 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 Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. 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.

SW WRF BIO-SOLIDS
CENTRIFUGE INSTALLATION 00620-2
12/02/14
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement 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. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1 Claim: A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the 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.

16.3 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of MARIN

On February 12, 2015 before me, Donna J. Frowd, Notary Public
(insert name and title of the officer)

personally appeared Donna L. Welsh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Donna J. Frowd

(Seal)
Know All By These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do hereby constitute and appoint Donna J. Frowd, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh and Donna L. Welsh of Novato, California, their true and lawful attorneys-in-fact to execute under such designation in their names and to affix their corporate seals thereto, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments making or altering the same, and contents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, the undersigned, FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, have each executed and affixed their corporate seals on this 15th day of May, 2014.

STATE OF NEW JERSEY

County of Somerset

On this 16th day of May, 2014 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that she has signed said Power of Attorney as Assistant Secretary of said Companies in due form, and that the signature of Dawn M. Chloros, Jr., subscribed to said Power of Attorney is in the genuine handwriting of Dawn B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in due form.

WENDIE WALSH
Notary Public, State of New Jersey
No. 0054504
Commission Expires April 18, 2019

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing extract of the By-Laws of the Companies is true and correct,

(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and

(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seal of said Companies at Warren, NJ this February 12, 2015

Dawn M. Chloros, Assistant Secretary
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Brophy Mc Gowan, Susan J Mc Gowan, Donna L Welsh, Donna J Frowd, Debbie L Welsh, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 7th day of August, 2014.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 7th day of August, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of February, 2015.

L. Nelson, Assistant Secretary
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.
FEDERAL INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: May 1, 1920
No. 91-13-1963496

[Signature]
Tom Gallagher
Treasurer and Insurance Commissioner
I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twelfth day of May, 1994

Jim Smith
Secretary of State
ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

City of Cape Coral, Procurement Division, 1015 Cultural Park Blvd., 2nd Floor, Cape Coral, FL 33990

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

1.03 EXECUTION OF BID: The Official Bid Form must contain a manual signature of an authorized representative. Bid must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to his/her bid price must be initialed.

1.04 AWARD: The City Council reserves the right to waive minor variations to specifications, informalities, irregularities and technicalities in any bids; to reject any and all bids in whole or in part with or without cause, and/or to accept bids that in its judgment will be in the best interest of the City. Following complete investigation of each bid received by the City, the City Council reserves the right to make awards on a multiple, lump sum, or individual item basis or in combination as shall best serve the interest of the City. The City reserves the right to negotiate additional related services.

1.05 PRICES: Bidder warrants by virtue of bidding that any orders placed within the bid period shall be honored at the prices, items and conditions quoted in his/her Official Bid Form. When a yearly quote is being obtained, bidder must contractually commit that bid amount on bid form is firm with no escalation in unit price or otherwise for 365 days from award date. Prices must be stated in units of quantity specified in the bid specifications. In case of discrepancy in computing the amount of the bid, the unit price will prevail.

1.06 LIABILITY INSURANCE: Where bidders are required to enter City property to deliver materials or perform work or service as a result of bid award, the bidder assumes full duty obligation and expense of obtaining all necessary insurance and associated licenses and/or permits. Insurance requirements are identified in SC-Article 6 of the Supplementary Conditions (Section 00800).

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner. All bids will be publicly opened at the designated time and location specified within the Legal Notice.
ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<table>
<thead>
<tr>
<th>Addendum No.</th>
<th>Addendum Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>01/09/2015</td>
</tr>
<tr>
<td>2</td>
<td>01/21/2015</td>
</tr>
</tbody>
</table>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder’s safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

SW WRF BIO-SOLIDS
CENTRIFUGE INSTALLATION 00300-2 REV 01/07/15
J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER’S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
# BID SCHEDULE

## BIO-SOLIDS CENTRIFUGE INSTALLATION

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL ITEM COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mobilization / Demobilization</td>
<td>1</td>
<td>LS</td>
<td>68,000.00</td>
<td>68,000.00</td>
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<td>2</td>
<td>General Requirements</td>
<td>1</td>
<td>LS</td>
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<td>195,000.00</td>
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<td>3</td>
<td>Centrifuge Installation</td>
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<td>LS</td>
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<td>208,000.00</td>
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<tr>
<td>4</td>
<td>Polymer System Installation</td>
<td>1</td>
<td>LS</td>
<td>15,000.00</td>
<td>15,000.00</td>
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<tr>
<td>5</td>
<td>Concrete Pedestals</td>
<td>1</td>
<td>LS</td>
<td>65,000.00</td>
<td>65,000.00</td>
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<td>6</td>
<td>Aluminum Catwalk Design and Construction</td>
<td>1</td>
<td>LS</td>
<td>92,000.00</td>
<td>92,000.00</td>
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<td>7</td>
<td>Overhead Crane Design and Construction</td>
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<td>LS</td>
<td>145,000.00</td>
<td>145,000.00</td>
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<tr>
<td>8</td>
<td>In-Line Grinder</td>
<td>1</td>
<td>LS</td>
<td>74,000.00</td>
<td>74,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Electrical</td>
<td>1</td>
<td>LS</td>
<td>338,500.00</td>
<td>338,500.00</td>
</tr>
<tr>
<td>10</td>
<td>Allowance for Conveyor System</td>
<td>1</td>
<td>LS</td>
<td>$80,000.00</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Allowance for Awning</td>
<td>1</td>
<td>LS</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Allowance for Micropile Foundation System</td>
<td>1</td>
<td>LS</td>
<td>$100,000.00</td>
<td>$100,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Allowance for Local Government Permits and Fees</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**TOTAL ESTIMATED CONSTRUCTION COST:**

$1,200,500.00

**TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES:**

$1,392,000.00

One Million Three Hundred Ninety Two Thousand & 00/100

(TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES IN WORDS)

SW WRF BIO-SOLIDS  
CENTRIFUGE INSTALLATION  
00300-4  
REV 01/07/15
Time of Completion

5.02 Bidder agrees that the Work will be substantially completed within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions (Section 00700) and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 calendar days of Notice to Proceed.

5.03 Bidder accepts the provisions of the Agreement (Section 00500) as to liquidated damages in the amount of $350.00 for each day.

ARTICLE 6 – ATTACHMENTS TO THIS BID

6.01 The City of Cape Coral requires the following signed documents to be returned with all bids in order for a bid to be considered “Responsive”: Please provide the documents in the following order for ease of verification of completeness of your bid package.

A. Section 00300 – Bid Form
   Subcontractor Listing
   Sworn Statement on Public Entity Crimes
   Form 3A – Interest In Competitive Bid For Public Business
   Drug Free Work Place Certification
   Trench Safety Form
   Contractor’s Self-Performed Work Evaluation Form

B. Section 00410 Bid Bond

C. Section 00420 Corporate Resolution

D. Section 00480 Non-Collusion Affidavit

E. Section 00481 Business Ethics Requirements

One (1) original and two (2) hard copies, and one (1) electronic copy (CD, flash drive, or DVD), exactly mirroring the entire Bid Proposal Package is required to be submitted with the Bid Package.

FAILURE TO RETURN ALL OF THE ABOVE REQUIRED ITEMS WITH A BID MAY RESULT IN YOUR BID BEING CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR AWARD.

ARTICLE 7 – DEFINED TERMS

7.01 The terms used in this Bid beginning with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.
ARTICLE 8 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

Cardinal Contractors, Inc.

By: 

[Signature]

[Printed name] Donald T. Mullaney

Title: Vice President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name] Robin C. Wilson

Title: Treasurer

Submittal Date: 01/29/2015

Address for giving notices:

12741 World Plaza Lane, Building 84, Suite 2
Fort Myers, FL 33907

State of Inc. - Florida

Telephone Number: 239-931-3550

Fax Number: 941-377-8542

Contact Name and e-mail address: Donald T. Mullaney
estimating@cardinalco.com

Bidder’s License No.: CGC 034089 / P03000135967
(Where applicable)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.
List all proposed subcontractors to be used for this project regardless of racial or gender grouping or dollar value of work to be performed.

<table>
<thead>
<tr>
<th>Firm Name, Address, and Telephone Number</th>
<th>Description of Work to be Performed (Be Specific)</th>
<th>Estimated Dollar Value of Work</th>
<th>MBE/WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Service Painting 12140 Metro Parkway, Suite k Fort Myers, FL</td>
<td>Coatings &amp; Pipe Labeling Ph: 239-939-7622</td>
<td>$57,874.00</td>
<td>No</td>
</tr>
<tr>
<td>Gilmore Electric 2875 Jupiter Park Drive Jupiter, FL 33458</td>
<td>Electrical Ph: 561-744-8008</td>
<td>$359,000.00</td>
<td>No</td>
</tr>
<tr>
<td>Material Handling Systems 720 SW 4th Court Dania, FL 33004</td>
<td>Overhead Crane Ph: 954-921-1171</td>
<td>$130,525.00</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Use additional sheets if necessary.

END OF SECTION
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted
to City of Cape Coral
(Print name of the public entity)

by Donald T. Mullaney, Vice President
(Print individual's name and title)

for Cardinal Contractors, Inc.
(Print name of entity submitting sworn statement)

whose business address is 12741 World Plaza Lane, Building 84, Suite 2, Fort Myers, FL 33907

(If applicable) its Federal Employer Identification Number (FEIN) is 80-0388786

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement on an attached sheet (required as per IRS Form W-9). Social Security Number required for one or more of the following purposes: identification and verification; credit worthiness; billing and payment; data collection, reconciliation, tracking, benefit processing and tax reporting. Social Security Numbers are also used as a unique numeric identifier and may be used for such purposes.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime, or:
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting those sworn statements. (Please indicate which statement applies.)

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

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

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

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

Signature) 
01/29/2015 (Date)

STATE OF Florida COUNTY OF Manatee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Donald T. Mullaney, Vice President (Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this 29th day of January 2015.

My Commission Expires: 10/04/2018

Donald T. Mullaney, Vice President
12741 World Plaza Lane, Building 84, Suite 2
Fort Myers, FL 33907
State of Inc. - Florida

Cynthia I. Appel
Notary Public State of Florida
Expires 10/04/2018
"Not Applicable"

FORM 3A - INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS

<table>
<thead>
<tr>
<th>LAST NAME - FIRST NAME - MIDDLE INITIAL</th>
<th>OFFICE POSITION HELD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mailing Address</td>
<td>AGENCY</td>
</tr>
<tr>
<td>City - ZIP - COUNTY</td>
<td>ADDRESS OF AGENCY</td>
</tr>
</tbody>
</table>

WHO MUST FILE THIS STATEMENT

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

INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS (Required by 112.313(12)(b), Fla. Stat.)

1. The competitive bid to which this statement applies has been/will be (strike one) submitted to the following government agency:

2. The person submitting the bid is:

3. The business entity with which the person submitting the bid is associated is:

4. My relationship to the person or business entity submitting the bid is as follows:

5. The nature of the business intended to be transacted in the event that this bid is awarded is as follows:

   a. The realty, goods and/or services to be supplied specifically include:

   b. The realty, goods and/or services will be supplied for the following period of time:

   c. Will the contract be subject to renewal without further competitive bidding? ___ Yes ___ No. If so, how often? __________

6. Additional comments:

7. SIGNATURE DATE SIGNED DATE FILED

FILING INSTRUCTIONS

If you are a state officer or employee required to disclose the information above, please file this form with the Commission on Ethics, P.O. Drawer 15709, Tallahassee, Florida 32215-5703; physical address: 3600 Maclay Blvd. South, Suite 201, Tallahassee, FL 32312. If you are an officer or employee of a political subdivision of this state and are subject to this disclosure, please file the statement with the Supervisor of Elections of the county in which the agency in which you are serving has its principal office.

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

CE FORM 3A - REV. 12/09
DRUG FREE WORKPLACE CERTIFICATION

In order for the City of Cape Coral to continue as a drug-free workplace, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid/proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid/proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Cardinal Contractors, Inc.
Company Name (please print)

Authorized Signature

01/29/2015
Date

Donald T. Mullaney, Vice President
12741 World Plaza Lane, Building 84, Suite 2
Fort Myers, FL 33907
State of Inc. - Florida
Drug and Alcohol Use

It is the company's desire to provide a drug-free, healthy and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on the company premises and while conducting business-related activities off the company premises, no employee may use, possess, distribute, sell or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

To inform employees about important provisions of this policy, the company has established a drug-free awareness program. The program provides information on the dangers and effects of substance abuse in the workplace, resources available to employees and consequences for violations of this policy. Employees with questions or concerns about substance dependency or abuse are encouraged to discuss these matters with their supervisor or the Human Resources Department to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may participate in a rehabilitation or treatment program through the company's health insurance benefit coverage.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify the company of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

In the event the Federal, State or local governments, or any particular owner of a company project on which company employees are assigned to work, imposes or requires compliance with specific drug and/or alcohol programs, policies and/or testing procedures for any specific category of employment or certain job functions, then such programs, policies and/or procedures shall be communicated to the affected employees, and such employees shall be required to comply with all aspects thereof.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their supervisor or the Human Resources department without fear of reprisal.

Drug Testing

The company is committed to providing a safe, efficient and productive work environment for all employees. Using or being under the influence, or having detectable levels, of drugs or alcohol in the body while on the job may pose serious safety and health risks. As a condition of continued employment, all Personnel will be required to submit to drug and/or alcohol testing from time to time. The company reserves the right to perform urine drug screen tests, hair follicle tests, breath analysis, or blood testing or other scientifically approved testing or investigative examination for the following reasons: (1) pre-employment, (2) random, (3) reasonable suspicion, (4) post-accident, (5) return-to-duty, and (6) follow-up. Alcohol and/or drug testing may also be conducted at the Company's option as part of an investigation of suspected policy violation.

The company's drug testing policy will comply with all applicable requirements and mandates of federal law and the law of the state of which the employee is working. Copies of the company's drug testing policies are available to all employees, are posted at regional offices, and may be obtained from the Human Resources department, the Safety Director, or by request to your immediate supervisor. Questions concerning this policy or its administration should be directed to the Human Resources Director, or to your immediate supervisor.

Company-Owned/Leased Vehicles

The following are specific rules related to company-owned/leased vehicles:

- Company-owned/leased vehicles will be driven as needed for jobs during working hours.
- Company-owned/leased vehicles are intended to be used primarily for work related activities, and the use of such vehicles for personal or non-work related activities must be kept to a minimum; AND IN NO EVENT MAY COMPANY OWNED/LEASED VEHICLES BE USED TO PULL OR TOW PERSONAL (IE. NON-COMPANY OWNED) BOATS OR TRAILERS OF ANY KIND.
- Open alcoholic beverages or illegal drugs or chemicals are not allowed in a company owned/leased vehicle at any time.
- No driver who has been drinking alcoholic beverages or taking drugs (illegal, prescription or over-

Revised January 27, 2011
Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with Florida Trench Safety Act (90-96), Laws of Florida, effective October 1, 1990. The bidder further identifies the costs to be summarized below.

<table>
<thead>
<tr>
<th>Trench Safety Measure</th>
<th>Units of Measure</th>
<th>Unit (Quantity)</th>
<th>Unit Cost</th>
<th>Extended Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. SLOPING</td>
<td>LF</td>
<td>270</td>
<td>$2.00</td>
<td>$540.00</td>
</tr>
<tr>
<td>B.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>D.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL:** $540.00

**BIDDER NAME:**

Donald T. Mullany, Vice President
12741 World Pasta Lane, Building 84, Suite 2
Fort Myers, FL 33907
State of Inc. - Florida

**DATE:**

01/29/2015
### CONTRACTOR'S SELF-PERFORMED WORK EVALUATION FORM

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1.</strong></td>
<td>TOTAL ESTIMATED CONSTRUCTION COST INCLUDING ALLOWANCES:</td>
<td>$1,392,000.00</td>
</tr>
<tr>
<td></td>
<td>(From Section 00300, Bid Form, Bid Schedule)</td>
<td></td>
</tr>
<tr>
<td><strong>2.</strong></td>
<td>LESS: Mobilization/Demobilization (Bid Schedule Item No. 1)</td>
<td>$68,000.00</td>
</tr>
<tr>
<td></td>
<td>General Requirements (Bid Schedule Item No. 2)</td>
<td>$195,000.00</td>
</tr>
<tr>
<td></td>
<td>Allowances (Bid Schedule Items No. 10 – 13 Inclusive)</td>
<td>$191,500.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL DEDUCTIONS: (Summation of Mobilization/Demobilization, General Requirements and Allowances)</td>
<td>$454,500.00</td>
</tr>
<tr>
<td><strong>3.</strong></td>
<td>ADJUSTED &quot;WORK TO BE PERFORMED&quot; TOTAL: (Line No. 1 minus Line No. 2)</td>
<td>$937,500.00</td>
</tr>
<tr>
<td><strong>4.</strong></td>
<td>TOTAL OF WORK PROPOSED TO BE PERFORMED BY SUBCONTRACTORS LISTED ON &quot;SUBCONTRACTOR LISTING&quot; FORM:</td>
<td>$547,399.00</td>
</tr>
<tr>
<td><strong>5.</strong></td>
<td>VALUE OF WORK PROPOSED TO BE SELF-PERFORMED BY CONTRACTOR: (Line No. 3 minus Line No. 4)</td>
<td>$390,101.00</td>
</tr>
<tr>
<td><strong>6.</strong></td>
<td>PERCENTAGE OF ADJUSTED &quot;WORK TO BE PERFORMED&quot; (Line No. 3) PROPOSED TO BE SELF-PERFORMED BY CONTRACTOR: (Line No. 5 divided by Line No. 3 expressed as a percentage (%))</td>
<td>41.6 %</td>
</tr>
</tbody>
</table>

**SW WRF BIO-SOLIDS CENTRIFUGE INSTALLATION**

Contractor's Self-Performed Work Evaluation - 1

12/02/2014
SECTION 00410

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Cardinal Contractors, Inc. as Principal, and Federal Insurance Company and Western Surety Company as Surety, are hereby held and firmly bound unto the City of Cape Coral, Florida as Owner in the penal sum of, (five percent (5%) of the Contract Bid)
Five Percent of Bid Amount (5%)*** , for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.
Signed, this 22nd day of January, 20_.

The condition of the above obligation is such that whereas the Principal has submitted to City of Cape Coral, Florida, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the City of Cape Coral, SW WRF Bio-Solids Centrifuge Installation.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.

2. This obligation shall be null and void if:

2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or

2.2 All bids are rejected by Owner, or

2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).

3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.

6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.

10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):
Cardinal Contractors, Inc.
12741 World Plaza Lane, Bldg. 84, Suite 2, Fort Myers, FL 33907
Phone: (941) 377-6555

By: ___________________________ (L.S.)

Title: Richard Holt Vice President

Attest:

Signature and Title: Robin C. Wilson 
Assistant Secretary

Surety (Print Full Name):
Federal Insurance Company and Western Surety Company
Federal: 15 Mountain View Rd., Warren, NJ 07059 / Phone: (908) 903-3493
Western: 555 Mission St., #200, San Francisco, CA (Seal)

Surety’s Name and Corporate Seal 94105 / Phone: (415) 932-7172

By:___________________________

Signature (attach power of attorney)
Donna L. Walsh, Attorney-in-Fact
Title: 7266 Redwood Blvd., #124, Novato, CA 94945 / Phone: (415) 892-1080

Attest:

Signature and Title: Susan J. McGowan

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

SW WRF BIO SOLIDS
CENTRIFUGE INSTALLATION 00410-2 12/02/14
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of MARIN

On January 22, 2015 before me, Donna J. Froud, Notary Public, personally appeared Donna L. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(saul)  

Signature Donna J. Froud
Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do hereby constitute and appoint Donna J. Froud, Michael Brophy McGowan, Susan J. McGowan, Debbie L. Welsh and Donna L. Welsh of Novato, California

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 15th day of May, 2014.

Dawn M. Chiora, Assistant Secretary

STATE OF NEW JERSEY

County of Somerset

On this 15th day of May, 2014 before me, Dawn M. Chiora, a Notary Public of New Jersey, personally came Dawn M. Chiora, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chiora, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto attested by authority of the By-Laws of said Companies; and that she is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Wendie Walsh
Notary Public, State of New Jersey
No. 0334504
Commission Expires April 18, 2016

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or typographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate vesting thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Dawn M. Chiora, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies"), do hereby certify that

(i) the foregoing extract of the By-Laws of the Companies is true and correct,
(ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, Puerto Rico, and each of the Provinces of Canada except Prince Edward Island; and
(iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, N.J. this January 22, 2015.

Dawn M. Chiora, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS

Listed Above, or by Telephone (908) 903-3493, Fax (908) 903-3686, Email: surety@chubb.com

Form 15-10-00538 - U GEN CONSENT (REV. 03-14)
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Donna J Frowd, Michael Brophy Mc Gowan, Donna L Welsh, Susan J Mc Gowan, Debbie L Welsh, Individually

of Novato, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of November, 2014.

WESTERN SURETY COMPANY

State of South Dakota
County of Minnehaha

On this 18th day of November, 2014, before me personally came Paul T. Brullat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2015

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of January 2015.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.
FEDERAL INSURANCE COMPANY

Is hereby authorized to transact insurance in the State of Florida.

This certificate signifies that the company has satisfied all requirements of the Florida Insurance Code for the issuance of a license and remains subject to all applicable laws of Florida.

Date of Issuance: May 1, 1920
No. 91-13-1963496

Tom Gallagher
Treasurer and Insurance Commissioner
CORPORATE RESOLUTION

I, Robin C. Wilson, Assistant Secretary of Cardinal Contractors, Inc., a corporation organized and existing under the laws of the State of Florida, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on 01/28/2015, at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to City of Cape Coral, Florida for the construction of the SWWRF Bio-Solids Centrifuge Installation.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>OFFICER</th>
<th>OFFICIAL SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Donald T. Mullaney</td>
<td>Vice President</td>
<td>![Signature]</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 28th day of January, 2015.

SECRETARY: [Signature]  DATE: 01/28/2015

(Signature)
Robin C. Wilson, Assistant Secretary
Cardinal Contractors, Inc.
2741 World Plaza Lane, Building B4, Suite 2
Fort Myers, FL 33907
State of Inc. - Florida

END OF SECTION
SECTION 00480
NONCOLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF manatee

Donald T. Mullaney, being first duly sworn deposes and says that:

1. He (it) is the Vice President of Cardinal Contractors, Inc., the Bidder that has submitted the attached Bid;

2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affidavit, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

By Donald T. Mullaney, Vice President
12741 World Plaza Lane, Building 84, Suite 2
Fort Myers, FL 33907
State of Inc. - Florida

SW WRF BIO-SOLIDS
CENTRIFUGE INSTALLATION 00480-1 12/02/14
Sworn and subscribed to before me this 29th day of January, 2015 in the State of Florida, County of Manatee.

My Commission Expires: 10/04/2018

END OF SECTION
1. During the course of pursuing contracts with Owner and while performing contract work in accordance with this agreement, Contractor agrees to maintain business ethics standards aimed at avoiding any impropriety or conflict of interest which could be construed to have an adverse impact on the Owner best interests.

2. Contractor shall take reasonable actions to prevent any actions or conditions which could result in a conflict with Owner's best interests. These obligations shall apply to the activities of contractor employees, agents, subcontractors, subcontractor employees, consultants of contractor, etc.

Contractor employees, agents, subcontractors, material suppliers (or their representatives) should not make or cause to be made any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, substantially discounted work, or any other considerations to Owner's representatives, employees or their relatives.

Contractor employees, agents or subcontractors (or their relatives) should not receive any cash payments, commissions, employment, gifts, entertainment, free travel, loans, free work, or substantially discounted work or any other considerations from representatives of subcontractors, or material suppliers or any other individuals, organizations, or businesses receiving funds in connection with the project.

3. Contractor agrees to notify a designated Owner representative within 48 hours of any instance where the Contractor becomes aware of a failure to comply with the provisions of this article.

4. The e-mail address and/or telephone number to report any concerns related to any possible violations of the Owner's Business Ethics Expectations are as follows:

E-mail: Kathy Rose, krose@capecoral.net
Telephone: 239/242-3679

5. Upon request by Owner, Contractor agrees to provide a certified Management Representation Letter executed by selected Contractor representatives in a form agreeable to Owner stating that they are not aware of any situations violating the business ethics expectations outlined in this contract or any similar potential conflict of interest situations.

6. Contractor agrees to include this clause in all contracts with subcontractors and material suppliers receiving more than $25,000 in funds in connection with the Owner's project.

7. Contractor shall permit interviews of employees, reviews and audits of accounting or other records by Owner representative(s) to evaluate compliance with the business ethics standards. Such reviews and audits will encompass all dealings and activities of Contractor's employees, agents, representatives, vendors, subcontractors, and other third parties paid by Contractor in their relations with Owner's current or former employees or employee relatives.

8. Contractor agrees to implement a program requiring their employees sign acknowledgements that they have read and understand Owner's Business Ethics Expectations and the related obligations outlined in this contract exhibit.

Signature: Donald T. Mullaney, Vice President
Cardinal Contractors, Inc.
12741 World Plaza Lane, Building B4, Suite 2
Fort Myers, FL 33907
State of Inc. - Florida

Date: 01/29/2015
I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twelfth day of May, 1994.

Jim Smith
Secretary of State
Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants and they keep Florida’s economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department’s initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!
I certify from the records of this office that CARDINAL CONTRACTORS, INC. is a corporation organized under the laws of the State of Florida, filed on November 19, 2003.

The document number of this corporation is P03000135967.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on March 24, 2014, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of March, 2014

[Signature]
Secretary of State

Authentication ID: CC9770904714

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

https://efile.sunbiz.org/certauthver.html
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
MCCORR BERSON & WILLIAMS OF TEXAS, INC.
819 Town & Country Blvd, Suite 500
Houston, TX 77024-1549

INSURED
Cardinal Contractors, Inc.
10405 Technology Terrace
Lakewood Ranch, FL 34211

CONTACT
NAME: 
PHONE: 713-877-8975 
E-MAIL: 
ADDRESS: 
INSURER(S) AFFORDING COVERAGE: NAIC #: INSURER A: Zurich American Insurance Company 16335 INSURER B: American Zurich Insurance Company 40142 INSURER C: Commerce and Industry Insurance Company 1941 T
INSURER D: INSURER E: INSURER F: 

COVERAGES CERTIFICATE NUMBER: NUNSBOQS 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.

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<th>LIMITS</th>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)
Re: CON-UT14-35/CR Southwest WRF Bio-Solids Centrifuge Installation, 3010 SW 20th Avenue, Cape Coral, FL 33990
In the event of cancellation by the insurance companies the policies have been endorsed to provide (30) days Notice of Cancellation (except for non-payment) to the Certificate Holder shown below. The Certificate Holder is included as Additional Insured as respects the General Liability, Auto Liability, Umbrella Liability and Pollution Liability policies. General Liability, Auto Liability, Umbrella Liability and Pollution Liability policies are Primary and Non-Contributory. All as required by written contract and subject to policy terms, conditions and exclusions.

CERTIFICATE HOLDER
City of Cape Coral
1015 Cultural Park Blvd., 2nd Floor
Cape Coral, FL 33990

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
RESOLUTION OF THE BOARD OF DIRECTORS OF CARDINAL CONTRACTORS, INC.

DATED October 21, 2014

The undersigned, the duly elected and acting Secretary of Cardinal Contractors, Inc. (the “Company”), does hereby certify that the following is a full, true and correct copy of a resolution duly adopted by the Board of Directors of the Company on October 21, 2014; said resolution has not been modified or rescinded since its adoption and is in full force as of the date hereof;

BE IT RESOLVED that the following officers of Cardinal Contractors, Inc. are authorized and have the power to bind the Company by entering in any contract or by executing any instrument in the name of and on behalf of the Company, and such authority is general and not confined to specific instances, and shall continue until modified by resolution.

William McDevitt  President
John M. Perisich  Exec. Vice President/General Counsel/Secretary
Blanche Arceneaux  Chief Financial Officer
John Griffith  Vice President
Richard Hoit  Vice President
Donald Mullaney  Asst. Vice President
Mike Brandao  Asst. Vice President
Robin Wilson  Asst. Secretary/Treasurer

John M. Perisich
Secretary
TITLE:
Insurance Services Office (ISO) Public Protection Classification (PPC) Summary Report

REQUESTED ACTION:
Informational

STRATEGIC PLAN INFO:

1. Will this action result in a Budget Amendment?  No
2. Is this a Strategic Decision?  Yes
   If Yes, Priority Goals Supported are listed below.
   If No, will it harm the intent or success of the Strategic Plan?  No

PRIORITY GOAL #5: INCREASE THE QUALITY OF LIFE FOR OUR CITIZENS BY DELIVERING PROGRAMS AND SERVICES THAT FOSTER A SAFE COMMUNITY.

Planning & Zoning Recommendations:

SUMMARY EXPLANATION AND BACKGROUND:
Presentation of Insurance Services Office (ISO) Public Protection Classification (PPC) Summary Report.

LEGAL REVIEW:

EXHIBITS:
1. PowerPoint Presentation
2. ISO Public Protection Classification Summary Report

PREPARED BY:
Linda Kurzmann  Division- Administration  Department- Fire

SOURCE OF ADDITIONAL INFORMATION:
Donald K. Cochran, Fire Chief/EMS Director

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>ISO Public Protection Classification (PPC) Summary Report</td>
<td>Backup Material</td>
</tr>
<tr>
<td>Public Protection Classification Summary Report</td>
<td>Backup Material</td>
</tr>
</tbody>
</table>
Cape Coral Fire Department

Insurance Services Office (ISO)
Public Protection Classification (PPC)
Summary Report
March 23, 2015
Fire Department ISO Rating

- Conducted an independent review of our PPC classification (Completed January 2014)
- Worked with a consultant who assisted us in 2006-2007
- 1st Phase – Education on what ISO rating means to the community
- 2nd Phase – Educate all internal stakeholders from Firefighter to Fire Chief and Union on its importance. This included PD Dispatch, Water Department, and the Community Development Department. *Failure is not an option!*
- 3rd Phase - Implement recommendations from consultant (50) completed (November 2014)
- 4th Phase - ISO conducted a Public Protection Classification (PPC) review. (Completed November 2014)
- Receive results from PPC review. (Completed March 2015)
  - City of Cape Coral 3
  - Outside of Protected area 3X
Fire Department ISO Rating

- Examples of implemented items
  - 2500 ft hose lay capabilities (North End)
  - Additional 200 ft of supply to all apparatus
  - Completed reallocation of equipment
  - Reinstate Junior Fire Setters Program
  - Increase training hours by 35%
  - Officer training (new and revised)
  - Facilities training for all personnel
  - Station 10
  - Station 11 part-time staffing
<table>
<thead>
<tr>
<th>FSRS Feature</th>
<th>2008</th>
<th>Earned Credit</th>
<th>Credit Available</th>
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<tr>
<td><strong>Receiving and Handling Fire Alarms</strong></td>
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<td></td>
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<tr>
<td>414. Credit for Telephone Service</td>
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<tr>
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<td><strong>Fire Department</strong></td>
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<tr>
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<tr>
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<td>532. Credit for Pumper Capacity</td>
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<tr>
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<td><strong>Water Supply</strong></td>
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Fire Department Call Volume

Annual Call Volume

- 2008: 15,500
- 2009: 16,000
- 2010: 16,500
- 2011: 17,000
- 2012: 17,500
- 2013: 18,000
- 2014: 20,000
Fire Department Response Times

Fractile Response % Compliance
City Goal 60%
NFPA 1710 Standard 90%
Fire Department ISO Rating

• What does this mean for homeowners and business?
  ➢ No increase due to ISO factors (website)
  ➢ Very close to a ISO # 2 rating (4pts)

• What is the next step?
  ➢ Training facility
  ➢ Station 11
  ➢ Station 12
  ➢ Equipment
February 23, 2015

Mr. John Szerlag, Manager
Cape Coral and OPA
P. O. Box 150027
Cape Coral, Florida, 33990

RE: Cape Coral And Opa, Lee County, Florida
Public Protection Classification: Cape Coral 03, Cape Coral OPA 03/3X
Effective Date: June 01, 2015

Dear Mr. John Szerlag,

We wish to thank you, Mr. Donald Cochran, Mr. Jeff Pearson and Ms. Terri Couture for your cooperation during our recent Public Protection Classification (PPC) survey. ISO has completed its analysis of the structural fire suppression delivery system provided in your community. The resulting classification is indicated above.

Enclosed is a summary of the ISO analysis of your fire suppression services. If you would like to know more about your community’s PPC classification, or if you would like to learn about the potential effect of proposed changes to your fire suppression delivery system, please call us at the phone number listed below.

ISO’s Public Protection Classification Program (PPC) plays an important role in the underwriting process at insurance companies. In fact, most U.S. insurers – including the largest ones – use PPC information as part of their decision-making when deciding what business to write, coverage’s to offer or prices to charge for personal or commercial property insurance.

Each insurance company independently determines the premiums it charges its policyholders. The way an insurer uses ISO’s information on public fire protection may depend on several things – the company’s fire-loss experience, ratemaking methodology, underwriting guidelines, and its marketing strategy.

Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. We’ve published the new classifications as “X” and “Y” — formerly the “9” and “SB” portion of the split classification, respectively. For example:

- A community currently graded as a split 6/9 classification will now be a split 6/6X classification; with the “6X” denoting what was formerly classified as “9.”
- Similarly, a community currently graded as a split 6/BB classification will now be a split 6/6Y classification, the “6Y” denoting what was formerly classified as “8B.”
- Communities graded with single “9” or “8B” classifications will remain intact.
PPC is important to communities and fire departments as well. Communities whose PPC improves may get lower insurance prices. PPC also provides fire departments with a valuable benchmark, and is used by many departments as a valuable tool when planning, budgeting and justifying fire protection improvements.

ISO appreciates the high level of cooperation extended by local officials during the entire PPC survey process. The community protection baseline information gathered by ISO is an essential foundation upon which determination of the relative level of fire protection is made using the Fire Suppression Rating Schedule.

The classification is a direct result of the information gathered, and is dependent on the resource levels devoted to fire protection in existence at the time of survey. Material changes in those resources that occur after the survey is completed may affect the classification. Although ISO maintains a pro-active process to keep baseline information as current as possible, in the event of changes or questions, please call customer service at 1-800-444-4554, option 2 to expedite the update activity.

ISO is the leading supplier of data and analytics for the property/casualty insurance industry. Most insurers use PPC classifications for underwriting and calculating premiums for residential, commercial and industrial properties. The PPC program is not intended to analyze all aspects of a comprehensive structural fire suppression delivery system program. It is not for purposes of determining compliance with any state or local law, nor is it for making loss prevention or life safety recommendations.

If you have any questions about your classification, please let us know.

Sincerely,

Dominic Santanna
Manager - National Processing Center

Encl.
Cc: Mrs. Kristie Van Houten, Communications Manager, Cape Coral Dispatch
    Mr. Donald Cochran, Chief, Cape Coral Fire Department
    Mr. Jeff Pearson, Utilities Director, Cape Coral Utilities
    Ms. Terri Couture, Director, Charlotte County Utilities
Public Protection Classification
Summary Report

Cape Coral and OPA

FLORIDA

Prepared by

Insurance Services Office, Inc.
4B Eves Drive, Suite 200
P.O. Box 961
Marlton, New Jersey 08053-3112
(856) 985-5600

January 2015
Background Information

Introduction

ISO collects and evaluates information from communities in the United States on their structure fire suppression capabilities. The data is analyzed using our Fire Suppression Rating Schedule (FSRS™) and then a Public Protection Classification (PPC™) number is assigned to the community. The surveys are conducted whenever it appears that there is a possibility of a classification change. As such, the PPC program provides important, up-to-date information about fire protection services throughout the country.

The Fire Suppression Rating Schedule (FSRS) recognizes fire protection features only as they relate to suppression of first alarm structure fires. In many communities, fire suppression may be only a small part of the fire department's overall responsibility. ISO recognizes the dynamic and comprehensive duties of a community's fire service, and understands the complex decisions a community must make in planning and delivering emergency services. However, in developing a community's Public Protection Classification, only features related to reducing property losses from structural fires are evaluated. Multiple alarms, simultaneous incidents and life safety are not considered in this evaluation. The PPC program evaluates the fire protection for small to average size buildings. Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

A community's investment in fire mitigation is a proven and reliable predictor of future fire losses. Statistical data on insurance losses bears out the relationship between excellent fire protection — as measured by the PPC program — and low fire losses. So, insurance companies use PPC information for marketing, underwriting, and to help establish fair premiums for homeowners and commercial fire insurance. In general, the price of fire insurance in a community with a good PPC is substantially lower than in a community with a poor PPC, assuming all other factors are equal.

ISO is an independent company that serves insurance companies, communities, fire departments, insurance regulators, and others by providing information about risk. ISO's expert staff collects information about municipal fire suppression efforts in communities throughout the United States. In each of those communities, ISO analyzes the relevant data and assigns a Public Protection Classification — a number from 1 to 10. Class 1 represents an exemplary fire suppression program, and Class 10 indicates that the area's fire suppression program does not meet ISO's minimum criteria.

ISO's PPC program evaluates communities according to a uniform set of criteria, incorporating nationally recognized standards developed by the National Fire Protection Association and the American Water Works Association. A community's PPC depends on:

- **Needed Fire Flows**, which are representative building locations used to determine the theoretical amount of water necessary for fire suppression purposes.
- **Emergency Communications**, including emergency reporting, telecommunicators, and dispatching systems.
- **Fire Department**, including equipment, staffing, training, geographic distribution of fire companies, operational considerations, and community risk reduction.
- **Water Supply**, including inspection and flow testing of hydrants, alternative water supply operations, and a careful evaluation of the amount of available water compared with the amount needed to suppress fires up to 3,500 gpm.
Data Collection and Analysis

ISO has evaluated and classified over 48,000 fire protection areas across the United States using its Fire Suppression Rating Schedule (FSRS). A combination of meetings between trained ISO field representatives and the dispatch center coordinator, community fire official, and water superintendent is used in conjunction with a comprehensive questionnaire to collect the data necessary to determine the PPC number. In order for a community to obtain a classification better than a Class 9, three elements of fire suppression features are reviewed. These three elements are Emergency Communications, Fire Department, and Water Supply.

A review of the Emergency Communications accounts for 10% of the total classification. This section is weighted at 10 points, as follows:

- Emergency Reporting 3 points
- Telecommunicators 4 points
- Dispatch Circuits 3 points

A review of the Fire Department accounts for 50% of the total classification. ISO focuses on a fire department’s first alarm response and initial attack to minimize potential loss. The fire department section is weighted at 50 points, as follows:

- Engine Companies 6 points
- Reserve Pumpers 0.5 points
- Pump Capacity 3 points
- Ladder/Service Companies 4 points
- Reserve Ladder/Service Trucks 0.5 points
- Deployment Analysis 10 points
- Company Personnel 15 points
- Training 9 points
- Operational considerations 2 points
- Community Risk Reduction 5.5 points (in addition to the 50 points above)

A review of the Water Supply system accounts for 40% of the total classification. ISO reviews the water supply a community uses to determine the adequacy for fire suppression purposes. The water supply system is weighted at 40 points, as follows:

- Credit for Supply System 30 points
- Hydrant Size, Type & Installation 3 points
- Inspection & Flow Testing of Hydrants 7 points
There is one additional factor considered in calculating the final score — **Divergence**.

Even the best fire department will be less than fully effective if it has an inadequate water supply. Similarly, even a superior water supply will be less than fully effective if the fire department lacks the equipment or personnel to use the water. The FSRS score is subject to modification by a divergence factor, which recognizes disparity between the effectiveness of the fire department and the water supply.

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

**Public Protection Classification Number**

The PPC number assigned to the community will depend on the community’s score on a 100-point scale:

<table>
<thead>
<tr>
<th>PPC</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>90.00 or more</td>
</tr>
<tr>
<td>2</td>
<td>80.00 to 89.99</td>
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<td>3</td>
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<tr>
<td>10</td>
<td>0.00 to 9.99</td>
</tr>
</tbody>
</table>

The classification numbers are interpreted as follows:

- **Class 1 through (and including) Class 8** represents a fire suppression system that includes an FSRS creditable dispatch center, fire department, and water supply.

- **Class 8B** is a special classification that recognizes a superior level of fire protection in otherwise Class 9 areas. It is designed to represent a fire protection delivery system that is superior except for a lack of a water supply system capable of the minimum FSRS fire flow criteria of 250 gpm for 2 hours.

- **Class 9** is a fire suppression system that includes a creditable dispatch center, fire department but no FSRS creditable water supply.

- **Class 10** does not meet minimum FSRS criteria for recognition, including areas that are beyond five road miles of a recognized fire station.
New Public Protection Classifications effective July 1, 2014

We have revised our Public Protection Classifications (PPC™) to capture the effects of enhanced fire protection capabilities that reduce fire loss and fire severity in Split Class 9 and Split Class 8B areas (as outlined below). This new structure benefits the fire service, community, and property owner.

New classifications
Through ongoing research and loss experience analysis, we identified additional differentiation in fire loss experience within our PPC program, which resulted in the revised classifications. We based the differing fire loss experience on the fire suppression capabilities of each community. The new classifications will improve the predictive value for insurers while benefiting both commercial and residential property owners. Here are the new classifications and what they mean.

Split classifications
When we develop a split classification for a community — for example 5/9 — the first number is the class that applies to properties within 5 road miles of the responding fire station and 1,000 feet of a creditable water supply, such as a fire hydrant, suction point, or dry hydrant. The second number is the class that applies to properties within 5 road miles of a fire station but beyond 1,000 feet of a creditable water supply. We have revised the classification to reflect more precisely the risk of loss in a community, replacing Class 9 and 8B in the second part of a split classification with revised designations.

What’s changed with the new classifications?
We've published the new classifications as “X” and “Y” — formerly the "9" and "8B" portion of the split classification, respectively. For example:

- A community currently displayed as a split 6/9 classification will now be a split 6/6X classification; with the "6X" denoting what was formerly classified as "9".
- Similarly, a community currently graded as a split 6/88 classification will now be a split 6/6Y classification, the "6Y" denoting what was formerly classified as "88".
- Communities graded with single “9” or “8B” classifications will remain intact.

<table>
<thead>
<tr>
<th>Prior Classification</th>
<th>New Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/9</td>
<td>1/1X</td>
</tr>
<tr>
<td>2/9</td>
<td>2/2X</td>
</tr>
<tr>
<td>3/9</td>
<td>3/3X</td>
</tr>
<tr>
<td>4/9</td>
<td>4/4X</td>
</tr>
<tr>
<td>5/9</td>
<td>5/5X</td>
</tr>
<tr>
<td>6/9</td>
<td>6/6X</td>
</tr>
<tr>
<td>7/9</td>
<td>7/7X</td>
</tr>
<tr>
<td>8/9</td>
<td>8/8X</td>
</tr>
<tr>
<td>9</td>
<td>9</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Prior Classification</th>
<th>New Classification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/8B</td>
<td>1/1Y</td>
</tr>
<tr>
<td>2/8B</td>
<td>2/2Y</td>
</tr>
<tr>
<td>3/8B</td>
<td>3/3Y</td>
</tr>
<tr>
<td>4/8B</td>
<td>4/4Y</td>
</tr>
<tr>
<td>5/8B</td>
<td>5/5Y</td>
</tr>
<tr>
<td>6/8B</td>
<td>6/6Y</td>
</tr>
<tr>
<td>7/8B</td>
<td>7/7Y</td>
</tr>
<tr>
<td>8/8B</td>
<td>8/8Y</td>
</tr>
<tr>
<td>8B</td>
<td>8B</td>
</tr>
</tbody>
</table>
What's changed?
As you can see, we’re still maintaining split classes, but it’s how we represent them to insurers that’s changed. The new designations reflect a reduction in fire severity and loss and have the potential to reduce property insurance premiums.

Benefits of the revised split class designations
- To the fire service, the revised designations identify enhanced fire suppression capabilities used throughout the fire protection area
- To the community, the new classes reward a community’s fire suppression efforts by showing a more reflective designation
- To the individual property owner, the revisions offer the potential for decreased property insurance premiums

New water class
Our data also shows that risks located more than 5 but less than 7 road miles from a responding fire station with a creditable water source within 1,000 feet had better loss experience than those farther than 5 road miles from a responding fire station with no creditable water source. We’ve introduced a new classification —10W— to recognize the reduced loss potential of such properties.

What's changed with Class 10W?
Class 10W is property-specific. Not all properties in the 5-to-7-mile area around the responding fire station will qualify. The difference between Class 10 and 10W is that the 10W-graded risk or property is within 1,000 feet of a creditable water supply. Creditable water supplies include fire protection systems using hauled water in any of the split classification areas.

What's the benefit of Class 10W?
10W gives credit to risks within 5 to 7 road miles of the responding fire station and within 1,000 feet of a creditable water supply. That’s reflective of the potential for reduced property insurance premiums.

What does the fire chief have to do?
Fire chiefs don’t have to do anything at all. The revised classifications will change automatically effective July 1, 2014*.

What if I have additional questions?
Feel free to contact ISO at 800.444.4554 or email us at PPC-Cust-Serv@iso.com.

*The new classifications do not apply in Texas.
**Distribution of Public Protection Classification Numbers**

The 2014 published countrywide distribution of communities by the Public Protection Classification number is as follows:

![Graph showing the distribution of Public Protection Classification Numbers](image)

**Assistance**

The PPC program offers help to communities, fire departments and other public officials as they plan for, budget, and justify improvements. ISO is also available to assist in the understanding of the details of this evaluation.

ISO Public Protection representatives can be reached by telephone at (800) 444-4554. The technical specialists at this telephone number have access to the details of this evaluation and can effectively speak with you about your PPC questions. What's more, we can be reached via the internet at [www.isomitigation.com/talk/](http://www.isomitigation.com/talk/).

We also have a website dedicated to our Community Hazard Mitigation Classification programs at [www.isomitigation.com](http://www.isomitigation.com). Here, fire chiefs, building code officials, community leaders and other interested citizens can access a wealth of data describing the criteria used in evaluating how cities and towns are protecting residents from fire and other natural hazards. This website will allow you to learn more about ISO's Public Protection Classification program. The website provides important background information, insights about the PPC grading processes and technical documents. ISO is also pleased to offer Fire Chiefs Online — a special secured website with information and features that can help improve your ISO Public Protection Classification, including a list of the Needed Fire Flows for all the commercial occupancies ISO has on file for your community. Visitors to the site can download information, see statistical results and also contact ISO for assistance.

In addition, on-line access to the Fire Suppression Rating Schedule and its commentaries is available to registered customers for a fee. However, fire chiefs and community chief administrative officials are given access privileges to this information without charge.

To become a registered fire chief or community chief administrative official, register at [www.isomitigation.com](http://www.isomitigation.com).
Public Protection Classification

ISO concluded its review of the fire suppression features being provided for Cape Coral and OPA. The resulting community classification is **Class 03/3X**.

If the classification is a single class, the classification applies to properties with a Needed Fire Flow of 3,500 gpm or less in the community. If the classification is a split class (e.g., 6/XX):

- The first class (e.g., "6" in a 6/XX) applies to properties within 5 road miles of a recognized fire station and within 1,000 feet of a fire hydrant or alternate water supply.
- The second class (XX or XY) applies to properties beyond 1,000 feet of a fire hydrant but within 5 road miles of a recognized fire station.
- Alternative Water Supply: The first class (e.g., "6" in a 6/10) applies to properties within 5 road miles of a recognized fire station with no hydrant distance requirement.
- Class 10 applies to properties over 5 road miles of a recognized fire station.
- Class 10W applies to properties within 5 to 7 road miles of a recognized fire station with a recognized water supply within 1,000 feet.
- Specific properties with a Needed Fire Flow in excess of 3,500 gpm are evaluated separately and assigned an individual classification.

<table>
<thead>
<tr>
<th>FSRS Feature</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Emergency Communications</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>414. Credit for Emergency Reporting</td>
<td>2.55</td>
<td>3</td>
</tr>
<tr>
<td>422. Credit for Telecommunicators</td>
<td>3.97</td>
<td>4</td>
</tr>
<tr>
<td>432. Credit for Dispatch Circuits</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>440. Credit for Receiving and Handling Fire Alarms</td>
<td>9.52</td>
<td>10</td>
</tr>
<tr>
<td><strong>Fire Department</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>513. Credit for Engine Companies</td>
<td>6.00</td>
<td>6</td>
</tr>
<tr>
<td>523. Credit for Reserve Pumpers</td>
<td>0.50</td>
<td>0.50</td>
</tr>
<tr>
<td>532. Credit for Pump Capacity</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>549. Credit for Ladder Service</td>
<td>1.68</td>
<td>4</td>
</tr>
<tr>
<td>553. Credit for Reserve Ladder and Service Trucks</td>
<td>0.00</td>
<td>0.50</td>
</tr>
<tr>
<td>561. Credit for Deployment Analysis</td>
<td>3.38</td>
<td>10</td>
</tr>
<tr>
<td>571. Credit for Company Personnel</td>
<td>7.97</td>
<td>15</td>
</tr>
<tr>
<td>581. Credit for Training</td>
<td>6.03</td>
<td>9</td>
</tr>
<tr>
<td>730. Credit for Operational Considerations</td>
<td>2.00</td>
<td>2</td>
</tr>
<tr>
<td>590. Credit for Fire Department</td>
<td>30.56</td>
<td>50</td>
</tr>
<tr>
<td><strong>Water Supply</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>616. Credit for Supply System</td>
<td>27.68</td>
<td>30</td>
</tr>
<tr>
<td>621. Credit for Hydrants</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>631. Credit for Inspection and Flow Testing</td>
<td>7.00</td>
<td>7</td>
</tr>
<tr>
<td>640. Credit for Water Supply</td>
<td>37.68</td>
<td>40</td>
</tr>
<tr>
<td><strong>Divergence</strong></td>
<td>-6.62</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Credit</strong></td>
<td>76.62</td>
<td>105.50</td>
</tr>
</tbody>
</table>
**Emergency Communications**

Ten percent of a community's overall score is based on how well the communications center receives and dispatches fire alarms. Our field representative evaluated:

- Communications facilities provided for the general public to report structure fires
- Enhanced 9-1-1 Telephone Service including wireless
- Computer-aided dispatch (CAD) facilities
- Alarm receipt and processing at the communication center
- Training and certification of telecommunicators
- Facilities used to dispatch fire department companies to reported structure fires

<table>
<thead>
<tr>
<th></th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>414. Credit Emergency Reporting</td>
<td>2.55</td>
<td>3</td>
</tr>
<tr>
<td>422. Credit for Telecommunicators</td>
<td>3.97</td>
<td>4</td>
</tr>
<tr>
<td>432. Credit for Dispatch Circuits</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td><strong>Item 440. Credit for Emergency Communications:</strong></td>
<td><strong>9.52</strong></td>
<td><strong>10</strong></td>
</tr>
</tbody>
</table>

**Item 414 - Credit for Emergency Reporting (3 points)**

The first item reviewed is Item 414 "Credit for Emergency Reporting (CER)". This item reviews the emergency communication center facilities provided for the public to report fires including 911 systems (Basic or Enhanced), Wireless Phase I and Phase II, Voice over Internet Protocol, Computer Aided Dispatch and Geographic Information Systems for automatic vehicle location. ISO uses National Fire Protection Association (NFPA) 1221, *Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems* as the reference for this section.
### Item 410. Emergency Reporting (CER)

<table>
<thead>
<tr>
<th>Item</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>A/B. Basic 9-1-1, Enhanced 9-1-1 or No 9-1-1</td>
<td>20.00</td>
<td>20</td>
</tr>
<tr>
<td>For maximum credit, there should be an Enhanced 9-1-1 system, Basic 9-1-1 and No 9-1-1 will receive partial credit.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. E9-1-1 Wireless</td>
<td>25.00</td>
<td>25</td>
</tr>
<tr>
<td>Wireless Phase I using Static ALI (automatic location identification) Functionality (10 points); Wireless Phase II using Dynamic ALI Functionality (15 points); Both available will be 25 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. E9-1-1 Voice over Internet Protocol (VoIP)</td>
<td>10.00</td>
<td>25</td>
</tr>
<tr>
<td>Static VoIP using Static ALI Functionality (10 points); Nomadic VoIP using Dynamic ALI Functionality (15 points); Both available will be 25 points</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Computer Aided Dispatch</td>
<td>15.00</td>
<td>15</td>
</tr>
<tr>
<td>Basic CAD (5 points); CAD with Management Information System (5 points); CAD with Interoperability (5 points)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Geographic Information System (GIS/AVL)</td>
<td>15.00</td>
<td>15</td>
</tr>
<tr>
<td>The PSAP uses a fully integrated CAD/GIS management system with automatic vehicle location (AVL) integrated with a CAD system providing dispatch assignments.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of Emergency Reporting total:</td>
<td>85.00</td>
<td>100</td>
</tr>
</tbody>
</table>

### Item 422- Credit for Telecommunicators (4 points)

The second item reviewed is Item 422 "Credit for Telecommunicators (TC)". This item reviews the number of Telecommunicators on duty at the center to handle fire calls and other emergencies. All emergency calls including those calls that do not require fire department action are reviewed to determine the proper staffing to answer emergency calls and dispatch the appropriate emergency response. NFPA 1221, Standard for the Installation, Maintenance and Use of Emergency Services Communications Systems, recommends that ninety-five percent of emergency calls shall be answered within 15 seconds and ninety-nine percent of emergency calls shall be answered within 40 seconds. In addition, NFPA recommends that ninety percent of emergency alarm processing shall be completed within 60 seconds and ninety-nine percent of alarm processing shall be completed within 90 seconds of answering the call.
To receive full credit for operators on duty, ISO must review documentation to show that the communication center meets NFPA 1221 call answering and dispatch time performance measurement standards. This documentation may be in the form of performance statistics or other performance measurements compiled by the 9-1-1 software or other software programs that are currently in use such as Computer Aided Dispatch (CAD) or Management Information System (MIS).

<table>
<thead>
<tr>
<th>Item 420. Telecommunicators (CTC)</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1. Alarm Receipt (AR)</td>
<td>19.85</td>
<td>20</td>
</tr>
<tr>
<td>Receipt of alarms shall meet the requirements in accordance with the criteria of NFPA 1221</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2. Alarm Processing (AP)</td>
<td>19.49</td>
<td>20</td>
</tr>
<tr>
<td>Processing of alarms shall meet the requirements in accordance with the criteria of NFPA 1221</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B. Emergency Dispatch Protocols (EDP)</td>
<td>20.00</td>
<td>20</td>
</tr>
<tr>
<td>Telecommunicators have emergency dispatch protocols (EDP) containing questions and a decision-support process to facilitate correct call categorization and prioritization.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C. Telecommunicator Training and Certification (TTC)</td>
<td>20.00</td>
<td>20</td>
</tr>
<tr>
<td>Telecommunicators meet the qualification requirements referenced in NFPA 1061, Standard for Professional Qualifications for Public Safety Telecommunicator, and/or the Association of Public-Safety Communications Officials - International (APCO) Project 33. Telecommunicators are certified in the knowledge, skills, and abilities corresponding to their job functions.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>D. Telecommunicator Continuing Education and Quality Assurance (TQA)</td>
<td>20.00</td>
<td>20</td>
</tr>
<tr>
<td>Telecommunicators participate in continuing education and/or in-service training and quality-assurance programs as appropriate for their positions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of Telecommunicators total:</td>
<td>99.34</td>
<td>100</td>
</tr>
</tbody>
</table>
**Item 432 - Credit for Dispatch Circuits (3 points)**

The third item reviewed is Item 432 "Credit for Dispatch Circuits (CDC)". This item reviews the dispatch circuit facilities used to transmit alarms to fire department members. A "Dispatch Circuit" is defined in NFPA 1221 as "A circuit over which an alarm is transmitted from the communications center to an emergency response facility (ERF) or emergency response units (ERUs) to notify ERUs to respond to an emergency". All fire departments (except single fire station departments with full-time firefighter personnel receiving alarms directly at the fire station) need adequate means of notifying all firefighter personnel of the location of reported structure fires. The dispatch circuit facilities should be in accordance with the general criteria of NFPA 1221. "Alarms" are defined in this Standard as "A signal or message from a person or device indicating the existence of an emergency or other situation that requires action by an emergency response agency".

There are two different levels of dispatch circuit facilities provided for in the Standard – a primary dispatch circuit and a secondary dispatch circuit. In jurisdictions that receive 730 alarms or more per year (average of two alarms per 24-hour period), two separate and dedicated dispatch circuits, a primary and a secondary, are needed. In jurisdictions receiving fewer than 730 alarms per year, a second dedicated dispatch circuit is not needed. Dispatch circuit facilities installed but not used or tested (in accordance with the NFPA Standard) receive no credit.

The score for Credit for Dispatch Circuits (CDC) is influenced by monitoring for integrity of the primary dispatch circuit. There are up to 0.90 points available for this Item. Monitoring for integrity involves installing automatic systems that will detect faults and failures and send visual and audible indications to appropriate communications center (or dispatch center) personnel. ISO uses NFPA 1221 to guide the evaluation of this item. ISO's evaluation also includes a review of the communication system's emergency power supplies.

**Item 432 “Credit for Dispatch Circuits (CDC)” = 3.00 points**
Fire Department

Fifty percent of a community's overall score is based upon the fire department's structure fire suppression system. ISO's field representative evaluated:

- Engine and ladder/service vehicles including reserve apparatus
- Equipment carried
- Response to reported structure fires
- Deployment analysis of companies
- Available and/or responding firefighters
- Training

<table>
<thead>
<tr>
<th>Item</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>513. Credit for Engine Companies</td>
<td>6.00</td>
<td>6</td>
</tr>
<tr>
<td>523. Credit for Reserve Pumpers</td>
<td>0.50</td>
<td>0.5</td>
</tr>
<tr>
<td>532. Credit for Pumper Capacity</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>549. Credit for Ladder Service</td>
<td>1.68</td>
<td>4</td>
</tr>
<tr>
<td>553. Credit for Reserve Ladder and Service Trucks</td>
<td>0.00</td>
<td>0.5</td>
</tr>
<tr>
<td>561. Credit for Deployment Analysis</td>
<td>3.38</td>
<td>10</td>
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<td>571. Credit for Company Personnel</td>
<td>7.97</td>
<td>15</td>
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<td>581. Credit for Training</td>
<td>6.03</td>
<td>9</td>
</tr>
<tr>
<td>581. Credit for Operational Considerations</td>
<td>2.00</td>
<td>2</td>
</tr>
<tr>
<td>Item 590. Credit for Fire Department:</td>
<td>30.56</td>
<td>50</td>
</tr>
</tbody>
</table>

Basic Fire Flow

The Basic Fire Flow for the community is determined by the review of the Needed Fire Flows for selected buildings in the community. The fifth largest Needed Fire Flow is determined to be the Basic Fire Flow. The Basic Fire Flow has been determined to be 3000 gpm.
**Item 513 - Credit for Engine Companies (6 points)**

The first item reviewed is Item 513 "Credit for Engine Companies (CEC)". This item reviews the number of engine companies, their pump capacity, hose testing, pump testing and the equipment carried on the in-service pumper apparatus. To be recognized, pumper apparatus must meet the general criteria of NFPA 1901, *Standard for Automotive Fire Apparatus* which include a minimum 250 gpm pump, an emergency warning system, a 300 gallon water tank, and hose. At least 1 apparatus must have a permanently mounted pump rated at 750 gpm or more at 150 psi.

The review of the number of needed pumpers considers the response distance to built-upon areas; the Basic Fire Flow; and the method of operation. Multiple alarms, simultaneous incidents, and life safety are not considered.

The greatest value of A, B, or C below is needed in the fire district to suppress fires in structures with a Needed Fire Flow of 3,500 gpm or less: 11 engine companies

a) 11 engine companies to provide fire suppression services to areas to meet NFPA 1710 criteria or within 1 ½ miles.

b) 3 engine companies to support a Basic Fire Flow of 3000 gpm.

c) 3 engine companies based upon the fire department’s method of operation to provide a minimum two engine response to all first alarm structure fires.

The FSRS recognizes that there are 11 engine companies in service.

The FSRS also reviews Automatic Aid. Automatic Aid is considered in the review as assistance dispatched automatically by contractual agreement between two communities or fire districts. That differs from mutual aid or assistance arranged case by case. ISO will recognize an Automatic Aid plan under the following conditions:

- It must be prearranged for first alarm response according to a definite plan. It is preferable to have a written agreement, but ISO may recognize demonstrated performance.
- The aid must be dispatched to all reported structure fires on the initial alarm.
- The aid must be provided 24 hours a day, 365 days a year.

FSRS Item 512.D "Automatic Aid Engine Companies" responding on first alarm and meeting the needs of the city for basic fire flow and/or distribution of companies are factored based upon the value of the Automatic Aid plan (up to 1.00 can be used as the factor). The Automatic Aid factor is determined by a review of the Automatic Aid provider’s communication facilities, how they receive alarms from the graded area, inter-department training between fire departments, and the fire ground communications capability between departments.

For each engine company, the credited Pump Capacity (PC), the Hose Carried (HC), the Equipment Carried (EC) all contribute to the calculation for the percent of credit the FSRS provides to that engine company.

Item 513 “Credit for Engine Companies (CEC)” = 6.00 points
Item 523 - Credit for Reserve Pumpers (0.50 points)

The item is Item 523 “Credit for Reserve Pumpers (CRP)”. This item reviews the number and adequacy of the pumpers and their equipment. The number of needed reserve pumpers is 1 for each 8 needed engine companies determined in Item 513, or any fraction thereof.

Item 523 “Credit for Reserve Pumpers (CRP)” = 0.50 points

Item 532 – Credit for Pumper Capacity (3 points)

The next item reviewed is Item 532 “Credit for Pumper Capacity (CPC)”. The total pump capacity available should be sufficient for the Basic Fire Flow of 3000 gpm. The maximum needed pump capacity credited is the Basic Fire Flow of the community.

Item 532 “Credit for Pumper Capacity (CPC)” = 3.00 points

Item 549 – Credit for Ladder Service (4 points)

The next item reviewed is Item 549 “Credit for Ladder Service (CLS)”. This item reviews the number of response areas within the city with 5 buildings that are 3 or more stories or 35 feet or more in height, or with 5 buildings that have a Needed Fire Flow greater than 3,500 gpm, or any combination of these criteria. The height of all buildings in the city, including those protected by automatic sprinklers, is considered when determining the number of needed ladder companies. Response areas not needing a ladder company should have a service company. Ladders, tools and equipment normally carried on ladder trucks are needed not only for ladder operations but also for forcible entry, ventilation, salvage, overhaul, lighting and utility control.

The number of ladder or service companies, the height of the aerial ladder, aerial ladder testing and the equipment carried on the in-service ladder trucks and service trucks is compared with the number of needed ladder trucks and service trucks and an FSRS equipment list. Ladder trucks must meet the general criteria of NFPA 1901, Standard for Automotive Fire Apparatus to be recognized.

The number of needed ladder-service trucks is dependent upon the number of buildings 3 stories or 35 feet or more in height, buildings with a Needed Fire Flow greater than 3,500 gpm, and the method of operation.

The FSRS recognizes that there are 4 ladder companies in service. These companies are needed to provide fire suppression services to areas to meet NFPA 1710 criteria or within 2½ miles and the number of buildings with a Needed Fire Flow over 3,500 gpm or 3 stories or more in height, or the method of operation.

The FSRS recognizes that there are 0 service companies in service.

Item 549 “Credit for Ladder Service (CLS)” = 1.68 points
**Item 553 – Credit for Reserve Ladder and Service Trucks (0.50 points)**

The next item reviewed is Item 553 "Credit for Reserve Ladder and Service Trucks (CRLS)". This item considers the adequacy of ladder and service apparatus when one (or more in larger communities) of these apparatus are out of service. The number of needed reserve ladder and service trucks is 1 for each 8 needed ladder and service companies that were determined to be needed in Item 540, or any fraction thereof.

**Item 553 “Credit for Reserve Ladder and Service Trucks (CRLS)” = 0.00 points**

**Item 561 – Deployment Analysis (10 points)**

Next, Item 561 "Deployment Analysis (DA)" is reviewed. This Item examines the number and adequacy of existing engine and ladder-service companies to cover built-upon areas of the city.

To determine the Credit for Distribution, first the Existing Engine Company (EC) points and the Existing Engine Companies (EE) determined in Item 513 are considered along with Ladder Company Equipment (LCE) points, Service Company Equipment (SCE) points, Engine-Ladder Company Equipment (ELCE) points, and Engine-Service Company Equipment (ESCE) points determined in Item 549.

Secondly, as an alternative to determining the number of needed engine and ladder/service companies through the road-mile analysis, a fire protection area may use the results of a systematic performance evaluation. This type of evaluation analyzes computer-aided dispatch (CAD) history to demonstrate that, with its current deployment of companies, the fire department meets the time constraints for initial arriving engine and initial full alarm assignment in accordance with the general criteria of in NFPA 1710, *Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments*.

A determination is made of the percentage of built upon area within 1½ miles of a first-due engine company and within 2½ miles of a first-due ladder-service company.

**Item 561 “Credit Deployment Analysis (DA)” = 3.38 points**
Item 571 – Credit for Company Personnel (15 points)

Item 571 “Credit for Company Personnel (CCP)” reviews the average number of existing firefighters and company officers available to respond to reported first alarm structure fires in the city.

The on-duty strength is determined by the yearly average of total firefighters and company officers on-duty considering vacations, sick leave, holidays, “Kelley” days and other absences. When a fire department operates under a minimum staffing policy, this may be used in lieu of determining the yearly average of on-duty company personnel.

Firefighters on apparatus not credited under Items 513 and 549 that regularly respond to reported first alarms to aid engine, ladder, and service companies are included in this item as increasing the total company strength.

Firefighters staffing ambulances or other units serving the general public are credited if they participate in fire-fighting operations, the number depending upon the extent to which they are available and are used for response to first alarms of fire.

On-Call members are credited on the basis of the average number staffing apparatus on first alarms. Off-shift career firefighters and company officers responding on first alarms are considered on the same basis as on-call personnel. For personnel not normally at the fire station, the number of responding firefighters and company officers is divided by 3 to reflect the time needed to assemble at the fire scene and the reduced ability to act as a team due to the various arrival times at the fire location when compared to the personnel on-duty at the fire station during the receipt of an alarm.

The number of Public Safety Officers who are positioned in emergency vehicles within the jurisdiction boundaries may be credited based on availability to respond to first alarm structure fires. In recognition of this increased response capability the number of responding Public Safety Officers is divided by 2.

The average number of firefighters and company officers responding with those companies credited as Automatic Aid under Items 513 and 549 are considered for either on-duty or on-call company personnel as is appropriate. The actual number is calculated as the average number of company personnel responding multiplied by the value of AA Plan determined in Item 512.D.

The maximum creditable response of on-duty and on-call firefighters is 12, including company officers, for each existing engine and ladder company and 6 for each existing service company.

Chief Officers are not creditable except when more than one chief officer responds to alarms; then extra chief officers may be credited as firefighters if they perform company duties.

The FSRS recognizes 47.84 on-duty personnel and an average of 0.00 on-call personnel responding on first alarm structure fires.

Item 571 “Credit for Company Personnel (CCP)” = 7.97 points
**Item 581 – Credit for Training (9 points)**

<table>
<thead>
<tr>
<th>Training</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Facilities, and Use</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For maximum credit, each firefighter should receive 18 hours per month in structure fire related subjects as outlined in NFPA 1001.</td>
<td>5.95</td>
<td>35</td>
</tr>
<tr>
<td><strong>B. Company Training</strong></td>
<td>23.28</td>
<td>25</td>
</tr>
<tr>
<td>For maximum credit, each firefighter should receive 16 hours per month in structure fire related subjects as outlined in NFPA 1001.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>C. Classes for Officers</strong></td>
<td>11.84</td>
<td>12</td>
</tr>
<tr>
<td>For maximum credit, each officer should be certified in accordance with the general criteria of NFPA 1021. Additionally, each officer should receive 12 hours of continuing education on or off site.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>D. New Driver and Operator Training</strong></td>
<td>5.00</td>
<td>5</td>
</tr>
<tr>
<td>For maximum credit, each new driver and operator should receive 60 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>E. Existing Driver and Operator Training</strong></td>
<td>4.98</td>
<td>5</td>
</tr>
<tr>
<td>For maximum credit, each existing driver and operator should receive 12 hours of driver/operator training per year in accordance with NFPA 1002 and NFPA 1451.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>F. Training on Hazardous Materials</strong></td>
<td>1.00</td>
<td>1</td>
</tr>
<tr>
<td>For maximum credit, each firefighter should receive 6 hours of training for incidents involving hazardous materials in accordance with NFPA 472.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>G. Recruit Training</strong></td>
<td>5.00</td>
<td>5</td>
</tr>
<tr>
<td>For maximum credit, each firefighter should receive 240 hours of structure fire related training in accordance with NFPA 1001 within the first year of employment or tenure.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>H. Pre-Fire Planning Inspections</strong></td>
<td>9.96</td>
<td>12</td>
</tr>
<tr>
<td>For maximum credit, pre-fire planning inspections of each commercial, industrial, institutional, and other similar type building (all buildings except 1-4 family dwellings) should be made annually by company members. Records of inspections should include up-to date notes and sketches.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item 580 “Credit for Training (CT)” = 6.03 points
Item 730 – Operational Considerations (2 points)

Item 730 "Credit for Operational Considerations (COC)" evaluates fire department standard operating procedures and incident management systems for emergency operations involving structure fires.

<table>
<thead>
<tr>
<th>Operational Considerations</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Operating Procedures</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>The department should have established SOPs for fire department general emergency operations</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Incident Management Systems</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>The department should use an established incident management system (IMS)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operational Considerations total:</td>
<td>100</td>
<td>100</td>
</tr>
</tbody>
</table>

Item 730 “Credit for Operational Considerations (COC)” = 2.00 points

Water Supply

Forty percent of a community's overall score is based on the adequacy of the water supply system. The ISO field representative evaluated:

- the capability of the water distribution system to meet the Needed Fire Flows at selected locations up to 3,500 gpm.
- size, type and installation of fire hydrants.
- inspection and flow testing of fire hydrants.

<table>
<thead>
<tr>
<th></th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>616. Credit for Supply System</td>
<td>27.68</td>
<td>30</td>
</tr>
<tr>
<td>621. Credit for Hydrants</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>631. Credit for Inspection and Flow Testing</td>
<td>7.00</td>
<td>7</td>
</tr>
<tr>
<td>Item 640. Credit for Water Supply:</td>
<td>37.68</td>
<td>40</td>
</tr>
</tbody>
</table>
**Item 616 – Credit for Supply System (30 points)**

The first item reviewed is Item 616 "Credit for Supply System (CSS)". This item reviews the rate of flow that can be credited at each of the Needed Fire Flow test locations considering the supply works capacity, the main capacity and the hydrant distribution. The lowest flow rate of these items is credited for each representative location. A water system capable of delivering 250 gpm or more for a period of two hours plus consumption at the maximum daily rate at the fire location is considered minimum in the ISO review.

Where there are 2 or more systems or services distributing water at the same location, credit is given on the basis of the joint protection provided by all systems and services available.

The supply works capacity is calculated for each representative Needed Fire Flow test location, considering a variety of water supply sources. These include public water supplies, emergency supplies (usually accessed from neighboring water systems), suction supplies (usually evidenced by dry hydrant installations near a river, lake or other body of water), and supplies developed by a fire department using large diameter hose or vehicles to shuttle water from a source of supply to a fire site. The result is expressed in gallons per minute (gpm).

The normal ability of the distribution system to deliver Needed Fire Flows at the selected building locations is reviewed. The results of a flow test at a representative test location will indicate the ability of the water mains (or fire department in the case of fire department supplies) to carry water to that location.

The hydrant distribution is reviewed within 1,000 feet of representative test locations measured as hose can be laid by apparatus.

For maximum credit, the Needed Fire Flows should be available at each location in the district. Needed Fire Flows of 2,500 gpm or less should be available for 2 hours; and Needed Fire Flows of 3,000 and 3,500 gpm should be obtainable for 3 hours.

**Item 616 “Credit for Supply System (CSS)” = 27.68 points**
Item 621 – Credit for Hydrants (3 points)

The second item reviewed is Item 621 “Credit for Hydrants (CH)”. This item reviews the number of fire hydrants of each type compared with the total number of hydrants.

There are a total of 5126 hydrants in the graded area.

<table>
<thead>
<tr>
<th>620. Hydrants, - Size, Type and Installation</th>
<th>Number of Hydrants</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. With a 6 -inch or larger branch and a pumper outlet with or without 2½ - inch outlets</td>
<td>5126</td>
</tr>
<tr>
<td>B. With a 6 -inch or larger branch and no pumper outlet but two or more 2½ - inch outlets, or with a small foot valve, or with a small barrel</td>
<td>0</td>
</tr>
<tr>
<td>C/D. With only a 2½ -inch outlet or with less than a 6 -inch branch</td>
<td>0</td>
</tr>
<tr>
<td>E/F. Flush Type, Cistern, or Suction Point</td>
<td>0</td>
</tr>
</tbody>
</table>

Item 621 “Credit for Hydrants (CH)” = 3.00 points

Item 630 – Credit for Inspection and Flow Testing (7 points)

The third item reviewed is Item 630 “Credit for Inspection and Flow Testing (CIT)”. This item reviews the fire hydrant inspection frequency, and the completeness of the inspections. Inspection of hydrants should be in accordance with AWWA M-17, Installation, Field Testing and Maintenance of Fire Hydrants.

**Frequency of Inspection (FI):** Average interval between the 3 most recent inspections.

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year</td>
<td>30</td>
</tr>
<tr>
<td>2 years</td>
<td>20</td>
</tr>
<tr>
<td>3 years</td>
<td>10</td>
</tr>
<tr>
<td>4 years</td>
<td>5</td>
</tr>
<tr>
<td>5 years or more</td>
<td>No Credit</td>
</tr>
</tbody>
</table>

**Note:** The points for inspection frequency are reduced by 10 points if the inspections are incomplete or do not include a flushing program. An additional reduction of 10 points are made if hydrants are not subjected to full system pressure during inspections. If the inspection of cisterns or suction points does not include actual drafting with a pumper, or back-flushing for dry hydrants, 20 points are deducted.

Total points for Inspections = 4.00 points
Frequency of Fire Flow Testing (FF): Average interval between the 3 most recent inspections.

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years</td>
<td>40</td>
</tr>
<tr>
<td>6 years</td>
<td>30</td>
</tr>
<tr>
<td>7 years</td>
<td>20</td>
</tr>
<tr>
<td>8 years</td>
<td>10</td>
</tr>
<tr>
<td>9 years</td>
<td>5</td>
</tr>
<tr>
<td>10 years or more</td>
<td>No Credit</td>
</tr>
</tbody>
</table>

Total points for Fire Flow Testing = 3.00 points

Item 631 “Credit for Inspection and Fire Flow Testing (CIT)” = 7.00 points

**Divergence = -6.62**

The Divergence factor mathematically reduces the score based upon the relative difference between the fire department and water supply scores. The factor is introduced in the final equation.

**Community Risk Reduction**

<table>
<thead>
<tr>
<th>Item</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>1025. Credit for Fire Prevention and Code Enforcement (CPCE)</td>
<td>2.18</td>
<td>2.2</td>
</tr>
<tr>
<td>1033. Credit for Public Fire Safety Education (CFSE)</td>
<td>2.20</td>
<td>2.2</td>
</tr>
<tr>
<td>1044. Credit for Fire Investigation Programs (CIP)</td>
<td>1.10</td>
<td>1.1</td>
</tr>
<tr>
<td>Item 1050. Credit for Community Risk Reduction</td>
<td>5.48</td>
<td>5.50</td>
</tr>
<tr>
<td>Item 1025 – Credit for Fire Prevention Code Adoption and Enforcement (2.2 points)</td>
<td>Earned Credit</td>
<td>Credit Available</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Fire Prevention Code Regulations (PCR)</td>
<td>10.00</td>
<td>10</td>
</tr>
<tr>
<td>Evaluation of fire prevention code regulations in effect.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Prevention Staffing (PS)</td>
<td>8.00</td>
<td>8</td>
</tr>
<tr>
<td>Evaluation of staffing for fire prevention activities.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Prevention Certification and Training (PCT)</td>
<td>6.00</td>
<td>6</td>
</tr>
<tr>
<td>Evaluation of the certification and training of fire prevention code enforcement personnel.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Prevention Programs (PCP)</td>
<td>15.71</td>
<td>16</td>
</tr>
<tr>
<td>Evaluation of fire prevention programs.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of Fire Prevention Code and Enforcement (CPCE) subtotal:</td>
<td>39.71</td>
<td>40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 1033 – Credit for Public Fire Safety Education (2.2 points)</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Fire Safety Educators Qualifications and Training (FSQT)</td>
<td>10.00</td>
<td>10</td>
</tr>
<tr>
<td>Evaluation of public fire safety education personnel training and qualification as specified by the authority having jurisdiction.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public Fire Safety Education Programs (FSP)</td>
<td>30.00</td>
<td>30</td>
</tr>
<tr>
<td>Evaluation of programs for public fire safety education.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of Public Safety Education Programs (CFSE) subtotal:</td>
<td>40.00</td>
<td>40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item 1044 – Credit for Fire Investigation Programs (1.1 points)</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Investigation Organization and Staffing (IOS)</td>
<td>8.00</td>
<td>8</td>
</tr>
<tr>
<td>Evaluation of organization and staffing for fire investigations.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fire Investigator Certification and Training (IQT)</td>
<td>6.00</td>
<td>6</td>
</tr>
<tr>
<td>Evaluation of fire investigator certification and training.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Use of National Fire Incident Reporting System (IRS)</td>
<td>6.00</td>
<td>6</td>
</tr>
<tr>
<td>Evaluation of the use of the National Fire Incident Reporting System (NFIRS) for the 3 years before the evaluation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Review of Fire Prevention Code and Enforcement (CPCE) subtotal:</td>
<td>20.00</td>
<td>20</td>
</tr>
</tbody>
</table>
Summary of Public Protection Classification Review

Completed by ISO

for

Cape Coral and OPA

<table>
<thead>
<tr>
<th>FSRS Item</th>
<th>Earned Credit</th>
<th>Credit Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Emergency Reporting</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>414. Credit for Emergency Reporting</td>
<td>2.55</td>
<td>3</td>
</tr>
<tr>
<td>422. Credit for Telecommunicators</td>
<td>3.97</td>
<td>4</td>
</tr>
<tr>
<td>432. Credit for Dispatch Circuits</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>440. Credit for Receiving and Handling Fire Alarms</td>
<td>9.52</td>
<td>10</td>
</tr>
<tr>
<td><strong>Fire Department</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>513. Credit for Engine Companies</td>
<td>6.00</td>
<td>6</td>
</tr>
<tr>
<td>523. Credit for Reserve Pumpers</td>
<td>0.50</td>
<td>0.5</td>
</tr>
<tr>
<td>532. Credit for Pumper Capacity</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>549. Credit for Ladder Service</td>
<td>1.68</td>
<td>4</td>
</tr>
<tr>
<td>553. Credit for Reserve Ladder and Service Trucks</td>
<td>0.00</td>
<td>0.5</td>
</tr>
<tr>
<td>561. Credit for Deployment Analysis</td>
<td>3.38</td>
<td>10</td>
</tr>
<tr>
<td>571. Credit for Company Personnel</td>
<td>7.97</td>
<td>15</td>
</tr>
<tr>
<td>581. Credit for Training</td>
<td>6.03</td>
<td>9</td>
</tr>
<tr>
<td>730. Credit for Operational Considerations</td>
<td>2.00</td>
<td>2</td>
</tr>
<tr>
<td>590. Credit for Fire Department</td>
<td>30.56</td>
<td>50</td>
</tr>
<tr>
<td><strong>Water Supply</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>616. Credit for Supply System</td>
<td>27.68</td>
<td>30</td>
</tr>
<tr>
<td>621. Credit for Hydrants</td>
<td>3.00</td>
<td>3</td>
</tr>
<tr>
<td>631. Credit for Inspection and Flow Testing</td>
<td>7.00</td>
<td>7</td>
</tr>
<tr>
<td>640. Credit for Water Supply</td>
<td>37.68</td>
<td>40</td>
</tr>
<tr>
<td><strong>Divergence</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Divergence</td>
<td>-6.62</td>
<td>-</td>
</tr>
<tr>
<td><strong>1050. Community Risk Reduction</strong></td>
<td>5.48</td>
<td>5.50</td>
</tr>
<tr>
<td><strong>Total Credit</strong></td>
<td>76.62</td>
<td>105.5</td>
</tr>
</tbody>
</table>

Final Community Classification = 03/3X

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## HYDRANT FLOW DATA SUMMARY

City: Cape Coral And Opa

County: Florida (Lee)   State: FLORIDA (09)

Witnessed by: Insurance Services Office

Date: Dec 26, 2014

<table>
<thead>
<tr>
<th>TEST NO.</th>
<th>DIST. *</th>
<th>TEST LOCATION</th>
<th>SERVICE</th>
<th>FLOW - GPM Q=&quot;29.83(Cd^2)p&quot;(ft/s)</th>
<th>PRESSURE PSI</th>
<th>FLOW - AT 20 PSI</th>
<th>REMARKS ***</th>
<th>MODEL TYPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Santa Barbara Blvd &amp; Sw 22nd Terr</td>
<td>Cape Coral Utilities, Cape Coral Potable Water</td>
<td>1160</td>
<td>0</td>
<td>0</td>
<td>1160</td>
<td>78</td>
</tr>
<tr>
<td>10</td>
<td></td>
<td>IFO 5781 Cape Harbour Dr</td>
<td>Cape Coral Utilities, Cape Coral Potable Water</td>
<td>1210</td>
<td>0</td>
<td>0</td>
<td>1210</td>
<td>80</td>
</tr>
<tr>
<td>11</td>
<td></td>
<td>IFO 2810 SW 54th Terr</td>
<td>Cape Coral Utilities, Cape Coral Potable Water</td>
<td>1090</td>
<td>0</td>
<td>0</td>
<td>1090</td>
<td>80</td>
</tr>
<tr>
<td>12</td>
<td></td>
<td>Chiquita Blvd &amp; Sw 22nd Terr</td>
<td>Cape Coral Utilities, Cape Coral Potable Water</td>
<td>1190</td>
<td>0</td>
<td>0</td>
<td>1190</td>
<td>82</td>
</tr>
<tr>
<td>13</td>
<td></td>
<td>SW 20th Ave &amp; SW Trafalgar Pkwy</td>
<td>Cape Coral Utilities, Cape Coral Potable Water</td>
<td>1190</td>
<td>0</td>
<td>0</td>
<td>1190</td>
<td>82</td>
</tr>
<tr>
<td>14</td>
<td></td>
<td>2425 NW 9th ave</td>
<td>Cape Coral Utilities, Cape Coral Canal System</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>15</td>
<td></td>
<td>2337 NW 3rd ave</td>
<td>Cape Coral Utilities, Cape Coral Canal System</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>16</td>
<td></td>
<td>400 NW 23rd Ln</td>
<td>Cape Coral Utilities, Cape Coral Canal System</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>17</td>
<td></td>
<td>3812 NW 46th Ln</td>
<td>Cape Coral Utilities, Cape Coral Canal System</td>
<td>0</td>
<td>0</td>
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<td>Santa Barbara Blvd &amp; SW 22nd Terr</td>
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<td>IFO 905 SE 9th Terr</td>
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</table>

The above listed needed fire flows are for property insurance premium calculations only and are not intended to predict the maximum amount of water required for a large scale fire condition.

The available flows only indicate the conditions that existed at the time and at the location where tests were witnessed.

* COMM = Commercial; RES = Residential.

** Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 5,600 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.

*** (A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.
## HYDRANT FLOW DATA SUMMARY

**City:** Cape Coral And Opa

**County:** Florida (Lee), Florida (09)

**Witnessed by:** Insurance Services Office

**Date:** Dec 26, 2014

<table>
<thead>
<tr>
<th>TEST NO.</th>
<th>TYPE</th>
<th>TEST LOCATION</th>
<th>SERVICE</th>
<th>FLOW - GPM</th>
<th>PRESSURE</th>
<th>FLOW -AT 28 PSI</th>
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<td>23</td>
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<td>Hyd N/S of Bldg - 3200 Maconum Key Rd</td>
<td>Charlotte County Utilities, Burnt Store</td>
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<td>Hyd e/s of Islamorada &amp; Big Pass Ln</td>
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<td>East hyd on NE 24th Ln &amp; NE 9th Ave</td>
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---

**THE ABOVE LISTED NEEDED FIRE FLOWS ARE FOR PROPERTY INSURANCE PREMIUM CALCULATIONS ONLY AND ARE NOT INTENDED TO PREDICT THE MAXIMUM AMOUNT OF WATER REQUIRED FOR A LARGE SCALE FIRE CONDITION.**

**THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSSED.**

*Comm = Commercial; Res = Residential.*

**Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,800 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.**

***(A)-Limited by available hydrants to gpm shown. Available facilities limit flow to gpm shown plus consumption for the needed duration of (B)-2 hours, (C)-3 hours or (D)-4 hours.
# INSURANCE SERVICES OFFICE, INC.
## HYDRANT FLOW DATA SUMMARY

<table>
<thead>
<tr>
<th>TEST NO.</th>
<th>TYPE DIST.*</th>
<th>TEST LOCATION</th>
<th>SERVICE</th>
<th>FLOW - GPM</th>
<th>PRESSURE</th>
<th>FLOW - AT 20 PSI</th>
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<tbody>
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<td>0</td>
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</table>

*Comm = Commercial; Res = Residential.
**Needed is the rate of flow for a specific duration for a full credit condition. Needed Fire Flows greater than 3,500 gpm are not considered in determining the classification of the city when using the Fire Suppression Rating Schedule.
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THE AVAILABLE FLOWS ONLY INDICATE THE CONDITIONS THAT EXISTED AT THE TIME AND AT THE LOCATION WHERE TESTS WERE WITNESSED.
TITLE:
Discussion of Sirenia Vista Viewing Tower - Mayor Sawicki

REQUESTED ACTION:
Staff Direction

STRATEGIC PLAN INFO:
1. Will this action result in a Budget Amendment? No
2. Is this a Strategic Decision? No
   If Yes, Priority Goals Supported are listed below.
   If No, will it harm the intent or success of the Strategic Plan? No

Planning & Zoning Recommendations:

SUMMARY EXPLANATION AND BACKGROUND:
Present, and discuss, suggestion for a viewing tower at Sirenia Vista Park.

LEGAL REVIEW:

EXHIBITS:
See Attached

PREPARED BY:
PT Division- Department- Council Offices

SOURCE OF ADDITIONAL INFORMATION:
Council Office

ATTACHMENTS:

<table>
<thead>
<tr>
<th>Description</th>
<th>Type</th>
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<tbody>
<tr>
<td>Sirenia Vista Viewing Tower</td>
<td>Backup Material</td>
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</tbody>
</table>
sirenia vista lookout tower

From: Maija Gadient (maijapedro@hotmail.com)
Sent: Mon 3/16/15 2:21 AM
To: Maija Gadient (maijapedro@hotmail.com)

COME TO SIRENIA VISTA LOOKOUT TOWER

The Tower will offer a unique viewing opportunity with approximate 30 foot height and 360 degree view all the way up a spiral ramp.
No steps - handicap accessible, easy walk for elderly and children and a view all the way.

Facing West one can see all of Matlacha and probably Pine Island, the Bridge, the waterways and to the East Cape Coral. Wild life viewing in the open space preserve and due to the Western exposure with Sunset viewing opportunity.

The Swiss design provides an easy access low slope ramp gradient for children, elderly and easy access for walkers, wheelchairs and group viewing and 360 of panorama for photography wild life observation.

This is an attraction for the city to promote and attract more visitors and a benefit for its Residents.

IT`AN ASSETT NOT AN EXPENSE!

Josef Folenta

Maija Gadient Heberlein
436 SW 39 Ave, Cape Coral
Sirenia Vista Park, FL 33991-USA
Tel. 239-282-9125

Maija Gadient Heberlein
AUF DER HALDE 5
8309 NUERENSDORF SWITZERLAND
maijapedro@hotmail.com
Markantes Botta-Kunstwerk

Der von 700 Lehrlingen gebaute Turm auf dem Moron in Malleray (Berner Jura) ist zum Tourismus-Wahrzeichen einer ganzen Region geworden. Er trägt den unverkennbaren Stempel des Tessiner Architekten Mario Botter.

Majestatisch, wie eine unbezwingbare Festung, thront er inmitten des Weidelands im Berner Jura: Der Moron-Turm. Seine einmalige Architektur überrascht und fasziniert den Betrachter zugleich. Dasselbe gilt für die Idee seiner Errichtung. Sie wurde 700 Maurer- und Straßenbauerlehrlingen anvertraut, die bei dieser Gelegenheit die Arbeit am Stein neu entdeckten, unterstützt vom berühmten Tessiner Architekten Mario Botta. Das Wahrzeichen trägt dem auch dessen Stempel.

Obwohl das kühne Bauwerk erst gut zwei Jahre alt ist, hat es bereits über 30'000 Besucher angelockt; die Mehrheit stammt gar aus derSchweiz. Es werden Führungen in deutscher und französischer Sprache angeboten, was beweist, dass der Turm bereits weit herum bekannt ist, stellt Projektleiter Henri Simon fest. Nicht wenige Besucher verbinden ihren Ausflug mit einer Übernachtung in den Nachbargemeinden Mallery, Champoz, Bellelay oder Souboz.

Kolosss aus Stein und Metall

Der 1000 Tonnen schwere Turm auf dem Moron gipfelt in einer Höhe von 29.97 Metern. Die wunderbare Aussicht auf die Vogesen und die Alpen, die man von der auf 1354 Metern gelegenen Panorama-Plattform genießt, muss man sich allerdings zuerst verdienen. Bis dorthin hat der Besucher 191 Stein- und 10 Metallstufen zu erklimmen. Der Turmbau kostete rund 3 Millionen Franken und benötigte 65'000 Arbeitsstunden; die von 700 Lehrlingen und ih-

ren Instruktoren geleistet. Das benötigte Material zusammen aus 350 Tonnen 130 m³ Beton (Fundamente), 100 m³ Stahl (Armierung), sowie Eisengerüst. Der Turm hat von 200 km/h und Erdbeben von 6,5 auf der Richtung.

Auf Schusters Rappen

"Die meisten Kommentare sind äußerst positiv. Der Wehrmutstropfen ist Turm nicht mit dem Auto, fügt Henri Simon hinzu, dafür total 32 Parkplätze.

Kolosss aus Stein und Metall

Von Schusters Rappen 2004 gebaut

Kolosss aus Stein und Metall

Von Schusters Rappen 2004 gebaut

Der imposante Moron-Turm wurde von 700 Lehrlingen gebaut.

www.tourdemoron.ch; www.ju