

## **RESOLUTION 26-003**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SANIBEL FIRE AND RESCUE DISTRICT AUTHORIZING THE FIRE CHIEF TO EXECUTE A CONSTRUCTION SERVICES CONTRACT WITH MANHATTAN CONSTRUCTION COMPANY FOR THE PARTIAL DEMOLITION AND RECONSTRUCTION OF FIRE STATION 171; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Sanibel Fire and Rescue District ("District") issued Invitation to Bid No. 25-001 for construction services related to the partial demolition and reconstruction of Fire Station 171; and

**WHEREAS**, the bid process for ITB 25-001 was conducted in accordance with applicable procurement requirements associated with HUD Community Development Block Grant - Disaster Recovery (CDBG-DR) funding; and

**WHEREAS**, Manhattan Construction Company submitted the lowest responsive bid for the project in the amount of \$9,891,436.17; and

**WHEREAS**, the Board of Commissioners finds it to be in the best interest of the District to authorize the Fire Chief to execute the construction services contract with Manhattan Construction Company so the project may proceed;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SANIBEL FIRE AND RESCUE DISTRICT THAT:**

**Section 1** - The Fire Chief is hereby authorized to execute the construction services contract with Manhattan Construction Company or the partial demolition and reconstruction of Fire Station 171, in an amount not to exceed \$9,891,436.17, with funding to be provided through HUD Community Development Block Grant - Disaster Recovery (CDBG-DR) funds, and to carry out all actions necessary to implement the contract.

**Section 2** - All actions previously taken by District staff related to the solicitation, review, and preparation of the construction services contract are hereby ratified and approved.

**Section 3** - This Resolution shall take effect immediately upon its adoption.

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Commissioner \_\_\_\_\_, who moved for its adoption, offered the foregoing resolution. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

JERROLD MUENCH: \_\_\_\_\_

BRUCE COCHRANE: \_\_\_\_\_

RICHARD MCCURRY: \_\_\_\_\_

Done and adopted by the SANIBEL FIRE AND RESCUE DISTRICT BOARD this 22nd day of April, 2026.

\_\_\_\_\_  
Chairman, "Jerry" Jerrold Muench

\_\_\_\_\_  
Vice Chairman, Bruce Cochrane

\_\_\_\_\_  
Secretary/Treasurer, Richard McCurry

\_\_\_\_\_  
Attest, Fire Chief Kevin Barbot

**SANIBEL FIRE AND RESCUE DISTRICT  
CONSTRUCTION CONTRACT**

**AGREEMENT**

**THIS AGREEMENT** (“Agreement”), effective the date the Sanibel Fire and Rescue District awarded the Solicitation to the Contractor, is made and entered into by both parties, by and between Sanibel Fire and Rescue District, an independent special district, in Lee County, Florida, hereinafter referred to as the “Owner” or the “SFRD”, and Manhattan Construction Company LLC, a Florida Corporation, whose address is 5601 S. 122nd East Ave, Tulsa, OK 74146, and whose Federal Tax Identification Number is 73-0338330, hereinafter referred to as “CONTRACTOR”.

In consideration of the mutual covenants herein set forth, the SFRD and the CONTRACTOR do hereby agree as follows:

**ARTICLE 1. WORK**

The CONTRACTOR shall perform all the Work required by the Contract Documents (the “Work”).

**Scope of Work:**

In full accordance with the drawings and as further elaborated in the specifications of SFRD Invitation to Bid No. 2025-001 (the “Solicitation”), a copy of which is on file with the SFRD and is deemed incorporated into this Agreement, the CONTRACTOR shall:

Construct a new two-story Fire Station to replace the existing one-story fire station located at 2351 Palm Ridge Road, Sanibel, Florida. The District will demolish the existing facility as shown on the demolition set plans. The new building will be constructed to current coastal design standards and classified as a Risk Category IV, Level “E” essential facility. The existing three-story training tower and detached storage shed will remain and are not part of this scope.

The new fire station will incorporate the existing three (3) apparatus bays. These bays will remain in place and receive refinished floors, new ceilings, new lighting, and selective reconstruction, including the removal of the existing generator room and the addition of a turnout gear room. The new two-story structure will connect directly to the existing bays and serve as the operational core of the station.

The new first floor level of the structure will be elevated at 16'-0", above the 13'-0" NAVD as required per FEMA 500 year flood. The first floor will serve as the primary firefighter living quarters and will include bunk rooms, dayroom, kitchen, fitness room, laundry, full restrooms,

decontamination areas, and additional support spaces. A public lobby will be provided with a public restroom and treatment room for walk-in emergencies. An elevator will provide vertical access from the apparatus level to the second floor.

The second floor of the station will include a public meeting room, officer bunk rooms, kitchen, full bathroom, and associated support spaces. This level will serve dual functions, providing dedicated living spaces for command personnel while also supporting public functions. All structural and building systems will meet essential-facility requirements for hurricane-prone coastal environments.

The Work must be performed in accordance with the attached Architectural Plans and specification books.

**PROJECT NAME:** Construction of New Fire Station No. 171

**LOCATION:** Sanibel, Florida

## ARTICLE 2. AMOUNT OF CONTRACT

2.1 The SFRD shall pay the CONTRACTOR in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the sum of: nine million eight hundred ninety one thousand four hundred thirty six dollars and seventeen cents. (\$9,891,436.17).

2.2 Federal Funding Notice: This Project is funded in whole or in part through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) Program administered by Lee County. Accordingly, this Agreement is subject to all applicable federal statutes, regulations, and requirements, including but not limited to 2 CFR Part 200, HUD implementing regulations at 24 CFR Part 570, and all cross-cutting federal requirements incorporated herein. In the event of a conflict between federal requirements and state or local requirements, federal requirements shall control.

## ARTICLE 3. PROGRESS PAYMENTS

Based upon Applications for payment submitted to the OWNER’s Representative by the CONTRACTOR and Certificates for Payment issued by the OWNER’s Representative, the SFRD shall make progress payments on account of the Contract Price to the CONTRACTOR as provided in the Contract Documents and in accordance with Florida’s Prompt Payment Act, Part VII of Chapter 218, Florida Statutes, as follows:

3.1 Not later than fifteen (15) calendar days following the approval of an Application for payment, up to ninety-five percent (95%) of the portion of the Contract Price properly allocated to the aggregate of labor, materials, and equipment costs collectively incorporated in the Work and up to ninety-five percent (95%) of the portion of the Contract Price properly allocated to materials and equipment suitably stored at the site or some other location agreed upon in writing, for the period covered by the application for payment, less the aggregate of previous payments made by the SFRD. In the event day fifteen (15) falls on a Saturday, Sunday, or SFRD recognized holiday, the deadline shall fall to the next Monday or non-SFRD recognized holiday.

3.1.1 The amount of retainage withheld from each subsequent progress payment made to the CONTRACTOR may not exceed 5%.

3.2 Upon final completion of the work and acceptance of the project, a sum sufficient to increase the total payments to one hundred percent (100%) of the Contract Price, less such amounts as the SFRD shall determine for all incomplete Work, unsettled claims, or unused units as provided in the Contract Documents.

#### ARTICLE 4. CONTRACT DOCUMENTS

This Agreement executed this date by the SFRD Board of Commissioners (the “Board”) and the CONTRACTOR. WITNESSETH that the parties hereto do mutually agree as follows:

4.1 The CONTRACTOR shall furnish all labor, equipment, and materials and perform the Work above described for the amount stated above in strict accordance with the Construction Contract General Conditions, Supplementary Information, Plans and Specifications, and other Contract Documents, all of which are made a part hereof as if attached and enumerated as follows:

4.1.1 Invitation to Bid/Project Manual titled: ITB 2025-001 -  
Construction of New Fire Station No. 171 dated 12/29/2025

4.1.2 Addendum Number 1 dated 01/16/2026  
Addendum Number 2 dated 01/23/2026  
Addendum Number 3 dated 01/27/2026

4.1.3 CONTRACTOR’s Bid Proposal dated 02/04/2026

4.1.4 Construction Documents – Bid Set dated  
25.11.11\_SFRD #171\_Architectural – Bid Set  
25.11.11\_SFRD #171\_Civil – Bid Set  
25.11.11\_SFRD #171\_Landscape – Bid Set  
25.11.11\_SFRD #171\_Structural – Bid Set  
25.11.11\_SFRD #171\_Mechanical – Bid Set  
25.11.11\_SFRD #171\_Plumbing – Bid Set  
25.11.11\_SFRD #171\_Fire Protection – Bid Set  
25.11.11\_SFRD #171\_Fire Alarm – Bid Set  
25.11.11\_SFRD #171\_Electrical – Bid Set  
25.11.11\_SFRD #171\_Energy Calcs – Bid Set  
25.11.11\_SFRD #171\_Technology – Bid Set  
Specifications dated  
25.11.11\_SFRD #171\_CD Specs – Vol 1 – Bid Set  
25.11.11\_SFRD #171\_CD Specs – Vol 2 – Bid Set

4.2 The SFRD shall pay the CONTRACTOR in accordance with the Exhibit A, Price Proposal, attached hereto and incorporated herein.

4.3 Public Payment and Performance Bond

- 4.4 Certificate of Insurance
- 4.5 Notice of Award
- 4.6 Documentation submitted by the CONTRACTOR prior to the Notice of Award: None.
- 4.7 CONTRACTOR'S Background Screening Affidavit attached hereto and incorporated herein as Exhibit B.
- 4.8 The General Conditions, as set forth in the Exhibit C, attached hereto and incorporated herein.
- 4.9 The following, which may be delivered or issued after the effective date of the Agreement and are not attached hereto: All written amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the Construction Contract General Conditions.
- 4.10 All Federal terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit D, Project Funding Package, attached hereto and incorporated herein.
- 4.11 All State of Florida terms, conditions, provisions, certifications, affidavits, and alike, as set forth in the Exhibit E, attached hereto and incorporated herein.
- 4.12 The AIA A201 document, as set forth in Exhibit F, attached hereto and incorporated herein.

#### ARTICLE 5. TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 5.1 Work to be started on the date specified in the Official Notice to Proceed.
- 5.2 Substantial completion of the Work shall be achieved not later than 325 days from the notice to proceed.
- 5.3 Final completion shall be achieved not later than 355 days from the notice to proceed. In the event the Project is not Substantially Complete within 325 days from the notice to proceed, the allowable period between Substantial Completion (date when reached) and Final Completion is thirty (30) calendar days.
- 5.4 Liquidated Damages for Delay

The SFRD and CONTRACTOR recognize that time is of the essence of this Agreement and that the SFRD will suffer financial loss if the work is not completed within the times specified in 5.2 and 5.3 above, plus any extensions thereof allowed by Change Order. They also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by the SFRD if the work is not completed on time. Accordingly, instead of requiring any such proof, SFRD and CONTRACTOR agree that as Liquidated Damages for CONTRACTOR's delay (but not as a penalty), the sum of \$500 per calendar day shall be deductible from monies due to the CONTRACTOR or paid by the CONTRACTOR to the SFRD for each calendar day

that expires after the time specified for Substantial Completion and the project fails to reach Substantial Completion. After Substantial Completion, if CONTRACTOR refuses, neglects, or fails to complete the remaining Work within the Contract Times for completion and readiness for final payment, CONTRACTOR shall pay SFRD the sum of \$500.00 per day for each and every calendar day after such time until the Work is completed and ready for final payment. Liquidated damages for failing to attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently. If District recovers liquidated damages for a delay in completion by the Contractor, then such liquidated damages are District's sole and exclusive remedy for such delay, and the District is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 5.5 Actual Damages for Breach Other than Delay

The CONTRACTOR shall also be liable for any Actual Damages sustained by the SFRD due to the CONTRACTOR's breach of this Agreement not otherwise addressed by Liquidated Damages. Actual Damages may include but are not limited to: costs related to supervision, inspection, rentals, testing, consulting fees, or replacement parts.

The SFRD Fire Chief, or designee, shall have the right to calculate and assess all appropriate damages due from the final payment request as well as retainage. However, prior to deducting damages, the SFRD shall give the CONTRACTOR seven (7) calendar days' notice prior to submitting the adjusted amount due to the Clerk for payment. In the event of a dispute, the SFRD Fire Chief, or his or her designee, may negotiate the Liquidated Damages sum owed to the SFRD by the CONTRACTOR.

#### 5.6 Excusable Delays

Pursuant to the procedures establish in Section 30, Change in Contract Time of the Construction Contract General Conditions which has been incorporated herein, the CONTRACTOR may be entitled to an extension of contract time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the SFRD, provided the CONTRACTOR gives notice to the SFRD within fifteen (15) calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR's sole remedy shall be an extension of Contract Time.

Furthermore, if two (2) or more separate events causing a delay occur simultaneously, the CONTRACTOR may only submit for an extension of a single day for each day that the work is delayed. The CONTRACTOR shall not be entitled to double recovery of time for simultaneously occurring events.

### ARTICLE 6. PUNCH LIST

- 6.1 When CONTRACTOR considers the Work ready for its intended use, the CONTRACTOR shall prepare and submit to the OWNER's Representative a comprehensive list of items to

- be completed or corrected, including the costs of such items, prior to final payment (“punch list”). Failure to include an item on the CONTRACTOR’s punch list does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Agreement. At the same time CONTRACTOR submits its punch list, CONTRACTOR shall request that OWNER’s Representative issue a certificate of substantial completion.
- 6.2 Promptly after CONTRACTOR’s request, OWNER’s Representative will inspect the Work with the CONTRACTOR to determine the status of completion. If OWNER’s Representative does not consider the Work substantially complete, OWNER’s Representative will notify CONTRACTOR of the reasons for OWNER’s decision.
- 6.3 If OWNER’s Representative considers the Work substantially complete, or upon resolution of all reasons for non-issuance of a certificate, OWNER’s Representative will deliver to the CONTRACTOR a certificate of substantial completion that will fix the date of substantial completion and include OWNER’s Representative’s approved punch list of items to be completed or corrected before final payment.
- 6.4 Upon notice from CONTRACTOR that the entire Work is complete, OWNER’s Representative will promptly make a final inspection and will notify CONTRACTOR of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work and remedy such defects.
- 6.5 CONTRACTOR may make application for final payment after satisfactorily completing all Work, including providing all maintenance and operating instructions, schedules, warranties, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents. CONTRACTOR shall provide the following items with its final application for payment (except as previously delivered):
- a. All documentation called for in the Agreement;
  - b. Complete As-Built drawings dated in PDF and AutoCAD;
  - c. Two (2) copies of any Operation and Maintenance Manuals;
  - d. Training of SFRD personnel on system and equipment operation;
  - e. Consent of the surety to final payment;
  - f. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to SFRD free and clear of any liens or other title defects, or will so pass upon final payment;
  - g. A list of all pending claims; and
  - h. Complete and legally effective releases or waivers (satisfactory to SFRD) of all lien rights arising out of the Work, and of liens filed in connection with the Work.
- 6.6 The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the OWNER’s Representative’s written recommendation of final payment and issuance of notice of the acceptability of the Work.

## ARTICLE 7. DISPUTE RESOLUTION

- 7.1 In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- 7.2 In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- 7.3 Any dispute, action, or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- 7.4 This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- 7.5 Unless otherwise agreed in writing, the Contractor will be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual periods of mediation or judicial proceedings.

#### ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 Final payments, constituting the entire unpaid balance of the Contract Price shall be paid by the SFRD to the CONTRACTOR when the Work has been completed, the Contract fully performed, and a final Certificate for Payment, form No. CMO:013, has been approved by the SFRD.
- 8.2 Terms used in the Agreement that are defined in the General Conditions of the Contract shall have the meaning designated in those conditions.
- 8.3 The SFRD and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 8.4 The CONTRACTOR shall not assign or transfer any of its rights, benefits, or obligations, except for transfer that results from transfer or consolidation with a third party, without the prior written approval of the SFRD. The CONTRACTOR shall have the right to employ other persons and/or firms to serve as sub-contractors in connection with the requirements of the Contract Documents.
- 8.5 The CONTRACTOR agrees through the signing of this Agreement by an authorized party or agent that he shall hold harmless and defend the SFRD of and its agents and employees from all suits and action, including attorney's fees, and all cost of litigation and judgments of every name and description arising out of and incidental to the performance of this Contract Document or work performed thereunder, whether or not

due to or caused by negligence of the SFRD, excluding only the sole negligence of the SFRD. This provision shall also pertain to any claims brought against the SFRD by any employee of the CONTRACTOR, or sub-contractor(s), or anyone directly or indirectly employed by any of them. The CONTRACTOR's obligation under this provision shall not be limited in any way to the agreed upon Contract Price as shown in this agreement or the CONTRACTOR's limit of or lack of sufficient insurance protection.

- 8.6 Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

[Remainder of this page left intentionally blank.]

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last below written.

WITNESS: Manhattan Construction Company, LLC.

Signed By: \_\_\_\_\_ Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SFRD**  
Sanibel Fire and Rescue District

Signed By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_  
DEPUTY CLERK

APPROVED AS TO FORM FOR THE  
RELIANCE OF SFRD ONLY:

By: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

# EXHIBIT A PRICE PROPOSAL

## BID SCHEDULE

**Project No.:** 2025806  
**Project Title:** Sanibel Fire Station #171  
**Project Address:** 2351 Palm Ridge Rd, Sanibel, FL 33957  
**Scope of Work:** Renovation of Existing Facility, New Two Story Fire Station and associated Site Work  
**Bidder:** Manhattan Construction



DESCRIPTION OF WORK	Basis	TOTAL
<b>1.0 GENERAL REQUIREMENTS</b>		
DIV 1 General Requirements	UNIT	TOTAL
	LS	\$ 226,056.00
<b>GENERAL REQUIREMENTS - TOTAL</b>		<b>\$ 226,056.00</b>
<b>2.0 DEMOLITION</b>		
DIV 2 Demolition	UNIT	TOTAL
	LS	\$ 181,459.00
<b>DEMOLITION - TOTAL</b>		<b>\$ 181,459.00</b>
<b>3.0 BUILDING - Documents prepared by Schenkel Shultz, TRC and CMTA</b>		
DIV 3 Concrete	UNIT	TOTAL
DIV 4 Masonry	LS	\$ 1,179,360.00
DIV 5 Metals	LS	\$ -
DIV 6 Wood and Plastics	LS	\$ 679,086.61
DIV 7 Thermal & Moisture Protection	LS	\$ 448,615.00
DIV 8 Openings	LS	\$ 413,043.84
DIV 9 Finishes	LS	\$ 743,979.15
DIV 10 Specialties	LS	\$ 1,052,640.61
DIV 11 Equipment	LS	\$ 145,806.00
DIV 12 Furnishings	LS	\$ 166,973.50
DIV 14 Conveying Systems	LS	\$ 42,898.84
DIV 21 Fire Suppression	LS	\$ 146,500.00
DIV 22 Plumbing Systems	LS	\$ 84,500.00
DIV 23 HVAC Systems	LS	\$ 320,759.40
DIV 25 Integrated Automation	LS	\$ 723,937.50
DIV 26 Electrical	LS	\$ -
DIV 27 Communications and Technology	LS	\$ 1,260,820.46
DIV 28 Safety and Security/Fire Alarm	LS	\$ 263,758.92
<b>BUILDING - TOTAL</b>		<b>\$ 7,803,100.82</b>
<b>4.0 SITE WORK - Documents prepared by RESPEC and Costal Vista Design</b>		
DIV 31 Earthwork	UNIT	TOTAL
DIV 32 Exterior Improvements	LS	\$ 139,222.00
n/a Utilities	LS	\$ 1,984.33
n/a Site work, Landscaping, Pavers, etc.	LS	\$ 91,002.00
<b>SITE WORK - TOTAL</b>		<b>\$ 241,930.00</b>
<b>5.0 CONTRATOR</b>		
General Conditions	TOTAL	\$ 595,466.00
Insurance		\$ 208,819.84
Bonds		\$ 72,201.04
Contractor Fee		\$ 332,195.15
<b>CONTRACTOR - TOTAL</b>		<b>\$ 1,208,682.03</b>
<b>TOTAL LUMP SUM BASE BID</b>		<b>\$ 9,891,436.17</b>

Vendor Signature:	
Print Name:	MATTHEW CARLAND
Date:	2/4/2026