

RESOLUTION 26-006

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SANIBEL FIRE AND RESCUE DISTRICT AUTHORIZING THE FIRE CHIEF TO EXECUTE THE FIRST AMENDMENT TO THE FIRE STATION 171 CONSTRUCTION CONTRACT WITH MANHATTAN CONSTRUCTION COMPANY, LLC; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Sanibel Fire and Rescue District ("District") entered into a Construction Contract with Manhattan Construction Company, LLC ("Contractor") for the Fire Station 171 project; and

WHEREAS, the project is funded through HUD Community Development Block Grant - Disaster Recovery ("CDBG-DR") funding, and the District desires to formally document Board authorization for the execution of contract amendments; and

WHEREAS, the First Amendment to the Construction Contract was presented to the Board and corrects the schedule language related to Substantial Completion and Final Completion; and

WHEREAS, the Board finds it is in the best interest of the District to authorize the Fire Chief to execute the First Amendment as presented to the Board.

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

1. The Fire Chief is hereby authorized to execute the First Amendment to the Sanibel Fire and Rescue District Construction Contract with Manhattan Construction Company, LLC for the Fire Station 171 project, as presented to the Board.
2. The Fire Chief is authorized to take all actions necessary to implement the First Amendment, provided such actions remain within the scope of the Amendment as presented.
3. This Resolution shall take effect immediately upon its adoption.

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 17th day of June, 2026.

Chairman, "Jerry" Jerrold Muench

Vice Chairman, Bruce Cochrane

Secretary/Treasurer, Richard McCurry

Attest, Fire Chief Kevin Barbot

**FIRST AMENDMENT TO SANIBEL FIRE AND RESCUE
DISTRICT CONSTRUCTION CONTRACT**

This First Amendment to Sanibel Fire and Rescue District Construction Contract (“Amendment”) is by and between the Sanibel Fire and Rescue District, hereinafter referred to as the “Owner” and Manhattan Construction Company, LLC, hereinafter referred to as “Contractor”, (collectively, the “Parties” and each a “Party”). This First Amendment is effective on the last date signed.

RECITALS

WHEREAS, the Owner published the Invitation to Bid for Construction 25-001, CDBG-DR 10257 Demolition/Construction of Fire Station No. 171 (“ITB”) in December 2025; and

WHEREAS, Section 6.5 of the ITB requires that Substantial Completion of the Project be achieved within 525 days; and

WHEREAS, Attachment D of the ITB states that Substantial Completion is 525 calendar days from the Notice to Proceed; and

WHEREAS, the Contractor was selected as the successful bidder and the Sanibel Fire and Rescue District Construction Contract (“Construction Contract”) was executed on April 22, 2026; and

WHEREAS, it has come to the Parties attention that Section 5.2 of the Construction Contract provides that Substantial Completion must be achieved within 325 days from the Notice to Proceed and Section 5.3 provides that Final Completion must be achieved within 355 days; and

WHEREAS, the Parties desire to correct the inconsistency related to Substantial Completion and Final Completion.

In consideration of the mutual covenants, promises and representations herein, the Parties agree as follows:

AGREEMENT

1. Recitals. The Recitals above are true and correct and are incorporated into this Amendment.
2. Purpose. The purpose of the Amendment is to correct the dates for Substantial Completion and Final Completion in the Construction Contract.
3. Section 5.2 of the Construction Contract is deleted and replaced in full by the following:
 - 5.2 Substantial completion of the Work shall be achieved not later than 525 days from the notice to proceed.

4. Section 5.3 of the Construction Contract is deleted and replaced in full by the following:

5.3 Final completion shall be achieved not later than 555 days from the notice to proceed. In the event the Project is not Substantially Complete within 525 days from the notice to proceed, the allowable period between Substantial Completion (date when reached) and Final Completion is thirty (30) calendar days.

5. Full force and Effect. The sections not mentioned in this Amendment and the remainder of the Construction Contract Agreement shall remain in full force and effect as written.

6. Counterparts; Emails Signatures. The Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all such counterparts shall constitute one amendment. To facilitate execution of the Amendment, the Parties may execute and exchange by email as a portable document format or other electronic imaging, counterparts of the signature page, which shall be deemed original signatures for all purposes.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date last below written.

Owner
Sanibel Fire and Rescue District

Contractor
Manhattan Construction Company, LLC

Signature: _____

Signature: _____

Printed Name: Kevin Barbot

Printed Name: _____

Title: Fire Chief

Title: _____

Date: _____

Date: _____