

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 25, 2018

Agenda Item:

Miscellaneous Professional Services CN 2018-02

Description:

To obtain professional consultant engineering, planning, and other services on a continuing basis for Village projects.

Pursuant to Chapter 287.055 Florida Statutes, Letters of Interest were solicited from interested firms, an evaluation committee short listed a minimum of three firms and then determined a final pool of vendors following a second contact with the short listed firms.

The action requested approves the recommended pool of vendors and authorizes the negotiation of contracts and compensation on an as-needed basis.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

As follows:

- (1) Concur with the recommendation of the evaluation committee to select all 13 consulting firms that submitted Letters of Interest, for a contract period of two years commencing on August 30, 2018. The firms are:
 - a) Agnoli, Barber & Brundage, Inc.;
 - b) AIM Engineering & Surveying, Inc.;
 - c) Banks Engineering;
 - d) Barraco and Associates, Inc.;
 - e) David Douglas Associates, Inc.;
 - f) Q. Grady Minor & Associates, P.A.;
 - g) Hole Montes, Inc.;
 - h) Johnson Engineering, Inc.;
 - i) JR Evans Engineering, P.A.;
 - j) Kimley-Horn and Associates, Inc.;
 - k) Kisinger Campo & Associates, Corp.;
 - l) Stantec Consulting Services, Inc.; and
 - m) Waldrop Engineering, P.A.

(2) Authorize the Village Manager to execute agreements for individual projects as needed at or below \$50,000 (contracts in excess of \$50,000 will require Village Council approval).

Financial Impacts:

To be determined on a per project basis.

Attachments:

1. Ownership Disclosure
2. June 8, 2018 Short List Meeting Minutes
3. Sample Agreement for Professional Services

ATTACHMENT 1

Lisa Roberson

From: Dominick Amico <amico@abbinc.com>
Sent: Friday, July 13, 2018 2:59 PM
To: Bob Franceschini
Cc: Lisa Roberson; Denise Rakich
Subject: Re: Additional Information...CN 2018-02...

Bob,

The information you requested is below:

Dom

Dominick J. Amico, P.E.
President
Tel: (239) 597-3111, Ext. 204
Email: amico@abbinc.com
www.abbinc.com

**AGNOLI
BARBER &
BRUNDAGE, INC.**
Professional Engineers, Planners & Surveyors
3800 Trail Blvd., Suite 200 - Naples, FL - 34108 Ph.: (239) 597-3111 - Fax: (239) 566-2285



Wayne Agnoli
1363 14th Avenue North
Naples, FL 34102

Dominick Amico
4541 1st Avenue NW
Naples, FL 34119

James Carr
2590 Dawn Circle
Naples, FL 34103

George Hackney
3641 Golden Gate Blvd. East

Naples, FL 34120

Edward "Ted" Tryka
5637 Whispering Willow Way
Fort Myers, FL 33908

From: Bob Franceschini <franceschini@estero-fl.gov>
Date: Friday, July 13, 2018 at 2:30 PM
To: Dominick Amico <amico@abbinc.com>
Cc: Lisa Roberson <roberson@estero-fl.gov>, Denise Rakich <rakich@abbinc.com>
Subject: Additional Information...CN 2018-02...

Dom...

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

The goal of acquiring this information is to ensure that there is no conflict of interest present with our Council members when they vote to approve your contract.

So that we may meet scheduling deadlines, may we please have your response by noon on Monday, July 16th.

Please be sure to reply to all on this email (including Ms. Lisa Roberson) as I will be out of the office on Monday without email access.

Please contact me directly with any questions or concerns.

Thank you for your kind assistance.

Bob

Bob Franceschini, C.P.M., CPPB
Purchasing Manager
The Village of Estero Purchasing
franceschini@estero-fl.gov
Office: 239-319-2821
Cell: 239-565-6346

Email which is created or received by a Village of Estero employee or official in connection with the transaction of official business of the Village of Estero is considered public record and is subject to inspection and/or copying in accordance with Chapter 119, Florida Statutes and is subject to applicable state retention laws, unless exempted by law.

Lisa Roberson

From: Melissa Beckum <mbeckum@aimengr.com>
Sent: Monday, July 16, 2018 11:21 AM
To: Lisa Roberson; Bob Franceschini
Cc: Steve Neff; Sean Donahoo; Tracy Levy
Subject: RE: Additional Information...CN 2018-02

Importance: High

Hi Lisa,

As discussed, I am providing the names and business addresses for those who have a greater than 5% ownership in our company, AIM Engineering & Surveying, Inc.

They are as follows:

James D. Hull, PE, PLS – Chair
Jerron Hull, PE – President & CEO
Jadon Hull, PE – Executive Vice President & Secretary

Business Address: 2161 Fowler Street, Suite 100, Fort Myers, FL 33901

If you require additional information, please feel free to reach out!

Thank you,

Melissa Beckum, Marketing Coordinator | **AIM Engineering & Surveying, Inc.** | 239.332.4569 office | 239.284.1936 direct | mbeckum@aimengr.com



Professional Engineers, Planners & Land Surveyors

***Over 5% Owner's
Lists***

Thomas R. Lehnert, Jr.
3411 Sw 27th Avenue
Cape Coral, FL 33914

David R. Underhill
11488 Night Heron Dr
Naples, FL 34119

Richard M. Ritz
1434 Winkler Avenue
Fort Myers, FL 33901

Samuel W. Marshall
4413 East Riverside
Drive
Fort Myers, FL 33905

Todd R. Rebol
124 Cata Maraca Court
Punta Gorda, FL 33983

• **SERVING THE STATE OF FLORIDA** •

Lisa Roberson

From: Carl A. Barraco <CarlB@barraco.net>
Sent: Friday, July 13, 2018 3:02 PM
To: Bob Franceschini
Cc: Lisa Roberson
Subject: RE: Additional Information...CN 2018-02...

Owners greater than 5% include:

Carl A. Barraco
8380 Aqua Cove Court
FortMyers, FL 33903

Chris Van Buskirk
7801 Deni Drive
North Fort Myers, FL 33914

Thanks and have a great weekend.

Carl A. Barraco, P.E.
President
Barraco and Associates, Inc.
Civil Engineers ~ Land Surveyors ~ Planners
2271 McGregor Boulevard
Fort Myers, FL 33901
Phone: (239) 461-3170
Fax: (239) 461-3169
www.barraco.net

File:

From: Bob Franceschini [mailto:franceschini@estero-fl.gov]
Sent: Friday, July 13, 2018 2:44 PM
To: Carl A. Barraco <CarlB@barraco.net>
Cc: Lisa Roberson <roberson@estero-fl.gov>
Subject: Additional Information...CN 2018-02...

Carl...

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

Lisa Roberson

From: Dan Craig <dc@ddai-engineers.com>
Sent: Sunday, July 15, 2018 2:13 PM
To: Bob Franceschini
Cc: Lisa Roberson
Subject: RE: Additional Information...CN 2018-02

Bob,

The three shareholders in the Company are as follows;

David L. Douglas
13300 S. Cleveland Ave. Ste 56
Ft Myers, FL 33907

Larry S. Hurley
593 Sombrero Beach Rd, Unit 11
Marathon FL 33050

Daniel M Craig
1347 Oaklawn Ct.
Ft Myers FL 33919

Dan Craig, P.E.,PTOE
Vice President
Division of Public Works
EMAIL:dc@ddai-engineers.com

DDAI

David Douglas Associates, Inc.
1821 Victoria Ave.
Ft. Myers, Florida 33901
Ph. (239) 337-3330

From: Bob Franceschini [mailto:franceschini@estero-fl.gov]
Sent: Friday, July 13, 2018 2:40 PM
To: Dan Craig
Cc: Lisa Roberson
Subject: Additional Information...CN 2018-02

Dan...

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

Lisa Roberson

From: Bob Franceschini
Sent: Friday, July 13, 2018 3:14 PM
To: Lisa Roberson
Subject: FW: Additional Information...CN 2018-02

FYI...you weren't copied...

From: Mark Minor [mailto:MMinor@gradyminor.com]
Sent: Friday, July 13, 2018 3:12 PM
To: Bob Franceschini <franceschini@estero-fl.gov>
Subject: RE: Additional Information...CN 2018-02

Mr. Franceschini,

GradyMinor is owned by myself and Wayne Arnold and we both live in Naples at the following addresses.

Mark W. Minor
11554 Tanager Ct.
Naples, FL 34119

D. Wayne Arnold
435 Springline Dr.
Naples, FL 34102

Let me know if you need anything else.

Mark W. Minor, P.E.
President

From: Bob Franceschini <franceschini@estero-fl.gov>
Sent: Friday, July 13, 2018 2:32 PM
To: Mark Minor <MMinor@gradyminor.com>
Cc: Lisa Roberson <roberson@estero-fl.gov>
Subject: Additional Information...CN 2018-02

Mr. Minor....

Good afternoon.

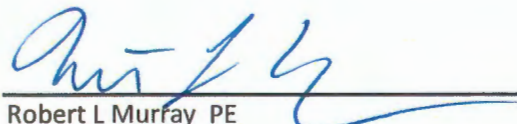
Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

The goal of acquiring this information is to ensure that there is no conflict of interest present with our Council members when they vote to approve your contract.

5% > Hole Montes Shareholders

Name	Address
Ronald E. Benson	11125 Longshore Way West Naples, FL 34119
Richard E. Brylanski	2621 SE 28 th Street Cape Coral, FL 33904
William Terry Cole	9062 Autumn Haze Drive Naples, FL 34109
Robert L. Murray	6271 Staley Farms Road Fort Myers, FL 33905
Tom M. Murphy	16612 Wellington Lakes Circle Fort Myers, FL 33908
Thomas M. Taylor	719 Hickory Road Naples, FL 34108
John R. Wolski	21 Cypress Point Drive Naples, FL 34105


Robert L Murfay PE
Senior Vice President /Principal

7/16/18

Lisa Roberson

From: Mike Dickey <MSD@johnsoneng.com>
Sent: Monday, July 16, 2018 10:46 AM
To: Bob Franceschini
Cc: Lisa Roberson
Subject: RE: Additional Information...CN 2018-02

Bob,

Per your request, please see below the list of stockholders that have 5% or more ownership in our company.

Michael Dickey	17060 Shady Grove Ln, Cape Coral, FL 33909
Ryan Bell	25007 67 th Ave E, Myakka City, FL 34251
Lonnie Howard	PO Box 2566, LaBelle, FL 33975
Matt Howard	375 Pollywog Point, LaBelle, FL 33935
Dana Hume	5720 Grillet Place, Fort Myers, FL 33919
Andy Tilton	18810 Serenoa Court, Alva, FL 33920
Mark Wentzel	1481 Alhambra Drive, Fort Myers, FL 33901
Kevin Winter	7270 Swan Lake Drive, Fort Myers, FL 33919

Michael S. Dickey, P.E.

From: Bob Franceschini [mailto:franceschini@estero-fl.gov]
Sent: Friday, July 13, 2018 2:40 PM
To: Mike Dickey <MSD@johnsoneng.com>; Mike Dickey <MSD@johnsoneng.com>
Cc: Lisa Roberson <roberson@estero-fl.gov>
Subject: Additional Information...CN 2018-02

Mike...

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

The goal of acquiring this information is to ensure that there is no conflict of interest present with our Council members when they vote to approve your contract.

So that we may meet scheduling deadlines, may we please have your response by noon on Monday, July 16th.

Please be sure to reply to all on this email (including Ms. Lisa Roberson) as I will be out of the office on Monday without email access.

Please contact me directly with any questions or concerns.

Thank you for your kind assistance.

Lisa Roberson

From: Elizabeth Fountain <elizabeth@jrevansengineering.com>
Sent: Sunday, July 15, 2018 11:18 AM
To: Bob Franceschini
Cc: Lisa Roberson
Subject: RE: Additional Information...CN 2018-02...

Hi Bob,

In response to your request, please see the list below for the individuals who have greater than 5% ownership in J.R. Evans Engineering:

Joshua R. Evans, P.E.
9351 Corkscrew Road, Unit 102
Estero, FL 33928

Elizabeth A. Fountain, P.E., CFM
9351 Corkscrew Road, Unit 102
Estero, FL 33928

Christopher R. Mitchell, P.E.
9351 Corkscrew Road, Unit 102
Estero, FL 33928

Do you need the personal residence address for each individual? Please advise.

Thank you!

Sincerely,
Elizabeth A. Fountain, P.E., CFM
Vice President
J.R. Evans Engineering, P.A.
o: 239.405.9148 c: 239.370.9093

From: Bob Franceschini <franceschini@estero-fl.gov>
Sent: Friday, July 13, 2018 2:48 PM
To: Elizabeth Fountain <elizabeth@jrevansengineering.com>
Cc: Lisa Roberson <roberson@estero-fl.gov>
Subject: Additional Information...CN 2018-02...

Elizabeth...

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

Lisa Roberson

From: Walthall, David <David.Walthall@kimley-horn.com>
Sent: Friday, July 13, 2018 4:29 PM
To: Bob Franceschini
Cc: Wicks, Amy; Lisa Roberson
Subject: Re: Additional Information...CN 2018-02...

Good Afternoon Bob,

This is a privately held NC corporation which currently operates in 28 different states.

No one owns more than 5% of Kimley-Horn and Associates, Inc.

Sent from mobile phone
Dave Walthall
813.230.3651

From: Bob Franceschini <franceschini@estero-fl.gov>
Sent: Friday, July 13, 2018 2:33 PM
To: Walthall, David
Cc: Wicks, Amy; Lisa Roberson
Subject: Additional Information...CN 2018-02...

Mr. Walthall...

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

The goal of acquiring this information is to ensure that there is no conflict of interest present with our Council members when they vote to approve your contract.

So that we may meet scheduling deadlines, may we please have your response by noon on Monday, July 16th.

Please be sure to reply to all on this email (including Ms. Lisa Roberson) as I will be out of the office on Monday without email access.

Please contact me directly with any questions or concerns.

Thank you for your kind assistance.

Bob

Bob Franceschini, C.P.M., CPPB
Purchasing Manager
The Village of Estero Purchasing
franceschini@estero-fl.gov



City of Estero, FL

7/16/2018

Kisinger Campo & Associates, Corp. - Schedule of Ownership Greater than 5% - 2018

Name	Title	Address	Percentage of Ownership
Michael Campo, P.E.	Director, Chairman of Board	C/O 201 North Franklin St, Suite 400, Tampa, FL 33602	38.46%
Nicole Campo	Shareholder	"	15.39%
Stephen McGucken, P.E.	Director, CEO	"	7.69%
Paul Foley, P.E.	President	"	7.69%
Ron Gott	CFO, Senior VP	"	7.69%

Lisa Roberson

From: Isaacs, Greg <Greg.Isaacs@stantec.com>
Sent: Tuesday, July 17, 2018 1:29 PM
To: Bob Franceschini
Cc: Lisa Roberson
Subject: RE: Additional Information...CN 2018-02...

Stantec Consulting Services Inc, is owned 100% by Mustang Acquisition Holdings Inc., which is owned 100% by Stantec Technology International Inc., which is 100% owned by Stantec Inc., which is a publicly traded company.

Greg Isaacs, PE

Senior Project Manager

Direct: 941 365-5500

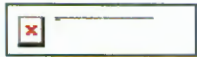
Fax: 941 366-1922

Greg.Isaacs@stantec.com

Stantec

5172 Station Way

Sarasota FL 34233-3221 US



The content of this email is the confidential property of Stantec and should not be copied, modified, retransmitted, or used for any purpose except with Stantec's written authorization. If you are not the intended recipient, please delete all copies and notify us immediately.

From: Bob Franceschini [mailto:franceschini@estero-fl.gov]
Sent: Friday, July 13, 2018 2:38 PM
To: Isaacs, Greg <Greg.Isaacs@stantec.com>
Cc: Lisa Roberson <roberson@estero-fl.gov>
Subject: Additional Information...CN 2018-02...

Greg....

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

Via return email, can you please send me a list of the names and addresses of those who have a greater than 5% ownership in your company.

The goal of acquiring this information is to ensure that there is no conflict of interest present with our Council members when they vote to approve your contract.

So that we may meet scheduling deadlines, may we please have your response by noon on Monday, July 16th.

Please be sure to reply to all on this email (including Ms. Lisa Roberson) as I will be out of the office on Monday without email access.

Please contact me directly with any questions or concerns.

Thank you for your kind assistance.

Lisa Roberson

From: Ryan Binkowski <Ryan.Binkowski@waldropengineering.com>
Sent: Monday, July 16, 2018 6:39 AM
To: Bob Franceschini
Cc: Lisa Roberson
Subject: RE: Additional Information...CN 2018-02...

Bob/Lisa,

Ron Waldrop is our current sole owner of Waldrop Engineering, P.A., with 100% ownership of the company. His address is as follows:

28100 Bonita Grande Drive
Bonita Springs, FL 34135

Please let me know if there is any additional information you require.

Sincerely,

Ryan Binkowski, ASLA
Senior Vice President, COO



Direct: E: ryanb@waldropengineering.com | C: (239) 405-4766
Office: P: (239) 405-7777 | F: (239) 405-7899

www.waldropengineering.com

NOTICE: Upon receipt of any electronic file/data from Waldrop Engineering, P.A., you are agreeing to the following: This file/data is for informational purposes only. It is the responsibility of the recipient to reconcile this electronic file/data with the actual project site conditions. Recipient agrees to indemnify and hold harmless Waldrop Engineering, P.A. for any defects or errors in this file/data.

From: Bob Franceschini [mailto:franceschini@estero-fl.gov]
Sent: Friday, July 13, 2018 2:37 PM
To: Ryan Binkowski <Ryan.Binkowski@waldropengineering.com>
Cc: Lisa Roberson <roberson@estero-fl.gov>
Subject: Additional Information...CN 2018-02...

Ryan...

Good afternoon.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process for CN 2018-02 – Miscellaneous Professional Services..

ATTACHMENT 2

MEMORANDUM

To: PROJECT FILE, MINUTES OF MEETING
From: Purchasing
RE: CN 2018-02 MISCELLANEOUS PROFESSIONAL SERVICES
SHORT-LIST MEETING

MEETING DATE: June 8, 2018 TIME: 1:00 PM

ATTENDEES: Paul Wingard (Kisinger Campo), Linda Stewart (David Douglas), Wes Kayne (Barraco), Joanna Taylor (Hole Montes), Melissa Beckum (AIM Engineering), Ted Tryka (Agnoli, Barber & Brundage), Denise Rakich (Agnoli, Barber & Brundage), Sally Goldman (Q. Grady Minor), Sarah Clarke (AIM Engineering), Taylor Brewington (Waldrop)

COMMITTEE MEMBERS: Lisa Roberson (Chair), Mary Gibbs, David Willems

At 1:00 PM the Competitive Negotiations Committee meeting was called to order by Bob Franceschini, Purchasing Manager. Introductions were put on the record by everyone in attendance.

Meeting was then turned over to the Chair of the Committee, Lisa Roberson.

The consensus of the committee was to waive the points-based scoring evaluation and short list all thirteen (13) firms. The firms were as follows:

- Banks Engineering
- Hole Montes
- Waldrop Engineering
- Grady Minor
- David Douglas
- AIM Engineering
- Kimley Horn
- J.R. Evans Engineering
- Kisinger Campo
- Agnoli, Barber & Brundage
- Barraco and Associates
- Johnson Engineering
- Stantec

A motion was made to approve the thirteen (13) firms with Purchasing following up with each firm with confirmation questions in lieu of an interview/presentation. The motion was made by David Willems and seconded by Mary Gibbs, and then called and carried with no further questions.

The meeting was adjourned at 1:30 p.m.

ATTACHMENT 3

THIS AGREEMENT, is made and entered into this ___ day of _____ 20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and (Vendor Name) whose address is (Vendor Address), hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain a Consultant for the purpose of providing professional consultant services for (Project Name); and

WHEREAS, these services have been competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Consultant is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. CN 2018-02; and

WHEREAS, the Consultant was reviewed and selected pursuant to CN 2018-02 on July 25, 2018 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Consultant for the rendering of those services described in the Scope of Services until the project is completed to the satisfaction of the Village.

NOW, THEREFORE, the Village and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Village CN 2018-02 Miscellaneous Professional Services, consisting of pages 1 through and including 20, and the Proposal submitted by Consultant dated April 11, 2018 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) CN 2018-02 Miscellaneous Professional Services;
- 2) This Agreement and any Exhibits or Amendments thereto;
- 3) The Proposal submitted by Consultant.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Consultant to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those tasks listed in the Scope of Services actually performed by Consultant. The total payment to Consultant will not exceed **(\$TBD)** for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3. Payment for tasks will be a **(Lump Sum/Hourly Rate)** and not to exceed the amount shown in Exhibit B attached hereto.

3.4. Consultant must submit all billings for payment of services rendered on a monthly basis to the Village Finance Director for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. When hourly billing is utilized, Consultant must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Consultant acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant must adjust billing accordingly. However, Consultant will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Consultant that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserve the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Consultant or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

4.1. Consultant will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Consultant, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Consultant include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Consultant may be reimbursed for certain allowable expenses upon submission to the Village used in connection with the services performed pursuant to this Agreement.

4.3. Consultant will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Consultant will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Consultant. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Consultant will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Consultant to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. The Village will furnish to Consultant, upon request of Consultant and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Consultant will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Consultant in a timely manner so as to not delay the process of the Consultant.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continue until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Consultant has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice will state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment will be as stated in Section 3 above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Consultant: (TBD)

Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Consultant each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other consultants providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Consultant is, and will remain at all times remain, a wholly independent contractor and that Consultant's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after

completion of the services. Prior to destruction of any records, the Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Consultant must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

ARTICLE 14. INDEMNIFICATION

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent act, error, omission, or default of Consultant or Consultant's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Consultant must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

ARTICLE 15. EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens

a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant will ensure that the offender's or predator's work on the project is consistent with the terms of his probation and registry requirements.

15.3. The Consultant will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

16.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

(Vendor Name)

WITNESSES:

Signed By: _____

Signed by: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Signed By: _____

Date: _____

Print Name: _____

Date: _____

VILLAGE OF ESTERO

By: _____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By: _____
Kathy Hall, MMC, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Burt Saunders, Village Attorney

- Exhibit List:
 Exhibit A – Scope of Services
 Exhibit B – Pricing Proposal

EXHIBIT A

(NAME OF PROJECT)

STATEMENT OF WORK

A. PROJECT OVERVIEW

(TBD on a Per Project Basis)

B. SCOPE OF SERVICES

(TBD on a Per Project Basis)

C. SCHEDULE

(TBD on a Per Project Basis)

D. COMPENSATION

(TBD on a Per Project Basis)

EXHIBIT B
PRICING PROPOSAL

(TBD on a Per Project Basis)