

**AGENDA ITEM SUMMARY SHEET**  
**VILLAGE COUNCIL MEETING**  
**October 3, 2018**

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**Agenda Item:**

Village of Estero Parks, Recreation and Open Space Master Plan RFQ 2018-01

**Description:**

A Request for Qualifications was proffered by the Village for the engagement of a firm to provide professional services to develop a Parks, Recreation and Open Space Master Plan. This process included the solicitation of Letters of Interest from firms, the short listing of a minimum of three firms by an evaluation committee, and the final ranking of firms by that committee following presentations by the short listed firms.

On May 16, 2018, the Village Council approved the ranking of firms under RFQ 2018-01 and authorized the negotiation of a contract with the ranked firms in descending order to initiate the work. Contract negotiations have been completed with the number one ranked firm Barth Associates, LLC.

The proposed Master Plan will include significant public involvement through mail, telephone and online surveys, open houses, and stakeholder focus group meetings. There will also be a website which will provide updated information to interested parties.

The scope of work for the Plan will include an inventory of existing parks and facilities, evaluation of needs, and visioning workshops. The Plan will also provide recommendations, priorities, general costs, funding strategies and implementation techniques.

The estimated timeline for preparation of the Plan is approximately 10 months from the date a contract is executed.

**Action Requested:**

Approve the contract with Barth Associates, LLC for the development of a Parks, Recreation and Open Space Master Plan.

### **Financial Impact:**

Contract amount: Not to exceed \$175,000 (\$161,000 – Fixed Fee plus \$14,000 as a Contingency to fund additional service hours that may be required). A total of \$250,000 has been budgeted.

### **Attachments:**

1. Contract
2. Barth Ownership Statement

## ATTACHMENT 1

### PARKS, RECREATION AND OPEN SPACE MASTER PLAN AGREEMENT

**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 Barth Associates, LLC whose address is 10030 SW 52<sup>nd</sup> Road, Gainesville, FL 32608, 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 a Parks, Recreation and Open Space Master Plan for the Village of Estero; 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. RFQ 2018-01; and

**WHEREAS**, the Consultant was reviewed and selected pursuant to RFQ 2018-01 on October 3, 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 work is completed to the Village's requirements.

**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 RFQ 2018-01, consisting of pages 1 through and including 20 and the Proposal submitted by Consultant dated March 29, 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) This Agreement and any Exhibits or Amendments thereto;
- 2) RFQ 2018-01 and any Exhibits or Addenda 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 \$175,000 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 the percentage of 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 payment and not 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 Department ([accountspayable@estero-fl.gov](mailto:accountspayable@estero-fl.gov)) 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. Expenses are included in the lump sum fee and tasks listed in Exhibit B. The Consultant may be eligible for certain allowable reimbursable expenses under the Additional Hourly Services rates.

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, and/or as agreed upon by the Village. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) Adobe Acrobat DC (or newer), and/or Adobe InDesign CC.

#### **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 continued 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: David L. Barth

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 or intentional 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.

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

Barth Associates, LLC

WITNESSES:

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

Signed by: \_\_\_\_\_

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

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

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

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

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

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

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

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

ATTEST:

VILLAGE OF ESTERO

By: \_\_\_\_\_  
Kathy Hall, MMC, Village Clerk

By: \_\_\_\_\_  
Steve Sarkozy, Village Manager

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

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**

### **RFQ 2018-01 VILLAGE OF ESTERO PARKS, RECREATION AND OPEN SPACE MASTER PLAN**

#### **STATEMENT OF WORK**

##### **A. PROJECT OVERVIEW**

The preparation of a Parks, Recreation and Open Space Master Plan.

##### **B. SCOPE OF SERVICES**

As per attached Scope of Work and Fee Schedule dated August 31, 2018.

##### **C. SCHEDULE**

As per attached Scope of Work and Fee Schedule dated August 31, 2018.

##### **D. COMPENSATION**

As per attached Scope of Work and Fee Schedule dated August 31, 2018.

**EXHIBIT B**

**PRICING PROPOSAL**

As per attached Scope of Work and Fee Schedule dated August 31, 2018.

**Village of Estero Parks, Recreation and Open Space Master Plan  
Attachment 1 - SCOPE OF WORK AND FEE SCHEDULE**

August 31, 2018

**I. SCOPE OF WORK**

***Phase 1 – Existing Conditions Analysis***

**1.1 Project Management + Coordination:** Barth Associates (BA) will coordinate the work of the team, and with the Village’s Project Manager (the Village). BA will also monitor the project schedule as it relates to the scope contained herein and provide timely invoicing and reporting of project progress. BA will hold regular bi-weekly conference calls with Village staff to review progress, present information, receive direction, and recommend direction for the remaining portions of the project, anticipated not to exceed 24 conference calls over the duration of the project (9 – 12 months). BA will prepare and submit meeting minutes after each call.

**1.2 Kick-off Conference Call** – BA will facilitate a 2-hr kick-off conference call with Village staff to review the scope, schedule, and details for the master plan process. A preliminary agenda for the meeting includes:

- Introductions, purpose of the plan
- Project scope, schedule
- Current levels-of-service (LOS)
- Parks and Recreation mission/ vision
- Available base map data
- Process for inventorying private facilities
- Benchmark/ comparable communities
- Role of partners, private communities in meeting residents’ needs
- Kick-off Workshop dates
- Survey

BA will prepare and submit meeting minutes from the conference call.

**1.3 Project Website** – BA’s subconsultant PROS Consulting will design, develop and host a website for the project.

**1.4 Review of Planning Documents:** The Village will provide copies or links to relevant planning studies to be reviewed by BA, such as the Comprehensive Plan and other documents as needed to provide background information on parks, demographics, priorities, vision,

connectivity goals and other related elements that may influence the development of the parks master plan. BA will prepare and submit a brief summary of each document, and its relevance to the parks master plan. At a minimum, the following documents will be reviewed:

- Village of Estero Comprehensive Plan
- Lee County Parks and Recreation Master Plan
- Lee County Long Range Transportation Plan
- Estero Community Improvement Foundation Community Needs and Assets Study
- Village of Estero Budget and CIP
- Lee County School District Long Range Plan
- Florida State Comprehensive Outdoor Recreation Plan (SCORP)
- Other documents identified by the Village

**1.5 Review and Analysis of Demographics Data:** The Village will provide the latest demographic projections to BA for review. BA will review and analyze the projections, as well as current state and national trends, for implications regarding potential parks and recreation needs for Village residents.

**1.6 Development of a Preliminary Parks and Public Realm Inventory, Base Map, and List of Existing Programs:** The Village will provide BA with available information from the Village Comprehensive Plan and/or other sources regarding the inventory of public and private parks, recreation facilities, and programs serving Village residents. These may include but not be limited to parks, recreation centers, community pools, athletic fields, sports courts, playgrounds, trails and bike ways, and natural areas.

BA will also prepare a form letter requesting additional inventory data from homeowner associations, local and state agencies, to be mailed or e-mailed by the Village. BA will follow-up with phone calls to the providers, using contact information provided by the Village. BA will then develop a preliminary base map for the project, based on available data and maps. The Village will review the map and advise BA of any missing facilities.

During the same week as the Public Open Houses (Task 2.3), BA will spend up to 2 days visiting public and private sites to validate the preliminary inventory and base map, and will resubmit the map to the Village for review and approval. Any additional time requested by the Village to collect additional data, validate the base map, and/or make map revisions will be provided as an additional service to this agreement.

*Phase 1 Deliverables:*

- *Meeting Agendas + Meeting Minutes*
- *Project Website*
- *Planning Documents Review*

- *Demographics Analysis*
- *Preliminary Base Map*

## **Phase 2 – Needs + Priorities Assessment**

**2.1 Statistically Valid Mail-In/Telephone Survey:** BA will work with ETC/Leisure Vision and Village staff to develop a 5–6-page survey questionnaire that will be used to complete a statistically-valid survey, which will take approximately 15 minutes for residents to complete. ETC will conduct a survey of randomly selected households by mail/online/phone for the Village. The survey will only be administered to households within the Village. ETC Institute will complete and tabulate a minimum of 400 surveys, resulting in a 95% level of confidence and a +/- 5% margin of error. ETC will geocode the survey findings in two zones: west of I-75, and east of I-75. ETC Institute will provide a survey finding report that will include an executive summary, charts and graphs, geographic cross-tabulations, and priority investment rating analysis for each of the two zones.

**2.2 Online Survey:** Based on the Statistically-Valid Survey, BA will also develop and administer the survey using SurveyMonkey or another on-line platform (to be determined in consultation with the Village).

**2.3 Public Open Houses:** During the week that BA will be conducting site visits (Task 1.5), BA will also conduct up to 2 public workshops. BA will work with the Village's Project Manager to determine the appropriate locations and agendas for the workshops. The Village will be responsible for coordinating all workshop logistics, including workshop location, advertisement, reservations, participant invitations, and food and beverages.

**2.4 Interviews and Focus Groups:** During the same week that BA will be conducting site visits and public workshops, BA will spend up to two consecutive days conducting one-on-one interviews and focus group meetings with key stakeholders such as the Mayor, Council members, the Village Manager, Village staff, Lee County, athletic leagues, developers, homeowner association representatives, seniors, teens, trails and bikeway advocates, and/or other individuals or groups identified by the Village. Interviews and meetings should be scheduled in one location in one-hour increments. Additional interviews or focus group meetings requested by the Village will be provided as an additional service to this agreement.

The Village will be responsible for coordinating all interview and meeting logistics, including locations, advertisement, reservations, participant invitations, and food and beverages.

**2.5 Existing Level of Service (LOS) Analysis:** Using the data provided by the Village, BA will analyze existing LOS for the following elements:

- *Acreage – Measures acreage in a ratio to the community's population (acres per 1,000).*

- *Facilities – Measures facility capacity in a ratio to the community’s population, and/or benchmarked against other similar communities.*
- *Access – Measures travel distances to parks and individual facilities such as playgrounds, athletic fields, recreation centers, etc.*

Level of Service will be calculated for both public and private facilities, based on available data. LOS will also be calculated separately for the areas of the Village east and west of I-75 for comparison. BA will produce a series of GIS maps and tables that illustrate this data and analysis.

**2.6 Existing Conditions and Needs Assessment Summary Document:** BA will compile the information and data completed for the tasks above to develop an Existing Conditions and Needs Assessment Summary document in Word format. BA will submit the summary document to the Village for review and will make revisions per the Village’s written comments.

**2.7 Needs Assessment Presentations:** BA will present the needs assessment findings to the following individuals and groups on the same day:

- Ad Hoc Committee
- Mayor and Village Council

*Phase 2 Deliverables:*

- *Meeting Agendas + Meeting Minutes*
- *Existing Conditions Analysis and Needs Assessment Summary Document*
- *Existing Conditions Analysis and Needs Assessment Summary Presentation*

### **Phase 3 – Visioning**

**3.1 Comparative Analysis:** BA will begin the visioning phase by conducting a comparative analysis of levels of service and accepted facility standards to recognized national/state benchmark data, based on the preferred service delivery model(s). Using NRPA’s Park Metrics as well as supplemental research, BA will identify LOS metrics from up to three (3) communities (selected by the Village) to benchmark against the Village’s LOS metrics.

**3.2 Visioning Workshop:** BA will conduct one day of Visioning Sessions with members of the City Council, Village Manager, staff and/or other stakeholders (as determined by the Village) to develop a long-range vision for the parks and recreation system. The sessions will be scheduled in 1 – 2 hr. time-periods. Additional sessions, if requested by the Village, will be provided as an additional service to this agreement.

Topics will be determined based on the findings from the needs assessment. Preliminary session topics may include, but not be limited to:

- The desired role of the Village, County, State, HOAs, and/or other providers in meeting residents' needs
- Alternative service-delivery models for parks and recreation facilities, programs, operations and maintenance
- Improvements to existing parks and recreation facilities owned and managed by others
- Potential locations of new parks and recreation facilities to be owned and managed by the Village or others
- Bikeways, trails, and sidewalks network
- Protection and/or acquisition of natural areas
- Proposed level-of-service (LOS) standards.

The Village will be responsible for coordinating all interview logistics including session locations, advertisement, reservations, participant invitations, and food and beverages. BA will develop a workshop summary and submit it to the Village for review.

**3.3 Parks and Recreation Facility Recommendations + Vision Map:** Based on the findings from the tasks above, and direction received from the Visioning Workshop, BA will develop recommendations for the Village's future parks and recreation system including but not limited to:

- The role and mission of the Village in providing parks and recreation facilities
- Proposed improvements to existing parks and recreation facilities
- Potential locations of new parks and recreation facilities
- Improvements to the bikeways, trails, and sidewalks network
- Proposed level-of-service (LOS) standards

These recommendations will include a variety of exhibits, photographs, and/or illustrations to convey the proposed vision.

**3.4 Programming, Operations and Maintenance Recommendations:** PROS Consulting will develop recommendations for the programming, operations, and maintenance of the proposed vision developed in Task 3.3, including but not limited to:

- The role and mission of the Village in providing parks and recreation programs, operations, and maintenance
- Proposed parks and recreation programming and marketing strategy
- Proposed parks and recreation organizational structure, if applicable
- Proposed recreation fee philosophy and policy, if applicable
- Proposed maintenance roles and responsibilities, if applicable

**3.5 Order of Magnitude Statement of Probable Parks System Cost:** BA will prepare a “high level” statement of probable costs to construct the proposed improvements identified in the Parks Recommendations and Vision. The statement of probable costs will include both land acquisition (based on costs/acre provided by the Village) and park/facility improvements (based on comparable projects completed by the BA team or others). Should the Village require more detailed estimates of costs for individual facilities, these will be provided as an additional service to this agreement.

PROS Consulting will also develop high level estimates of costs (and revenues) for programming, operations, and maintenance associated with the development new parks and recreation facilities. Should the Village require financial projections and operating / revenue proformas for individual facilities, these will be provided as an additional service to this agreement.

**3.6 Visioning Summary Document:** BA will compile all the information and data completed for the tasks above into a visioning summary document in Word format. BA will submit the summary document to the Village for review and will make revisions per the Village’s written comments.

*Phase 3 Deliverables:*

- *Visioning Summary Document*
- *Meeting Agendas + Meeting Minutes*

***Phase 4 – Implementation Strategy and Final Master Plan***

**4.1 Funding Projections:** The Village will estimate available and projected sources to fund the parks and recreation vision over the next ten years; BA will provide a typical parks and recreation funding worksheet for the Village’s use.

**4.2 Implementation Workshop:** BA will facilitate a ½ day Implementation Workshop with the Village Manager, Council, and/or staff to develop a draft implementation strategy based on estimated costs, residents’ needs, Council priorities, and funding projections developed by the Village.

**4.3 Implementation Framework, Strategies and Recommendations:** BA will refine the draft implementation strategy developed at the workshop, including a phasing/ implementation strategy and recommendations.

**4.4 Draft Master Plan Report:** Upon completion and review of the Implementation strategy, BA will compile the summary documents from Phases 1 through 4 into a draft Master Plan

document. BA will submit the draft Master Plan to the Village for review and will make revisions per the Village's written comments.

**4.5 Draft Master Plan Presentations:** BA will present the draft Master Plan to the following groups and/or others on the same day, as directed by the Village:

- Village Manager and Staff
- Ad Hoc Committee
- City Council

**4.6 Final Master Plan:** BA will revise the draft Master Plan as directed by Village staff and submit a final Master Plan to the Village for approval. The Master Plan will be in a format agreed upon by the Village and will also include a schedule for preparation and adoption.

*Phase 4 Deliverables:*

- 1 hard copy and 1 digital copy of the Draft Master Plan in Word
- 1 hard copy and 1 digital copy of the Final Master Plan in Word (without graphics) and InDesign
- Additional copies, if requested by the Village, will be provided at cost

#### **Phase 5 – Additional Services**

If requested by the Village, BA will provide additional parks and recreation planning services including, but not limited to:

- Additional site visits and/or map revisions to refine the parks and recreation inventory and base map
- Additional workshops, meetings, interviews, focus groups, or other needs assessment techniques
- Site-specific estimates of capital, operations, maintenance, or programming costs
- Revisions to the Village Comprehensive Plan and/or Land Development Regulations
- Conceptual master plans for individual sites

## **II. FEE SCHEDULE**

**Phases 1 – 4:** Barth Associates will complete the tasks outlined in Phases 1 – 4 for a lump sum fee of one hundred and sixty-one thousand dollars (\$161,000) including direct, reimbursable expenses.

**Phase 5, Additional Services:** Barth Associates provide additional services, if requested by the Village, on an hourly or lump sum basis as mutually agreed-upon by the City and Barth Associates. Hourly fees shall be in accordance with the following Hourly Rate Schedule:

Principal Planner	\$195/ hr.
Project Manager	\$175/ hr.
Urban Designer	\$125/ hr.
Landscape Architect	\$125/ hr.
Planner/ GIS Technician	\$95/ hr.
Graphic Designer	\$75/ hr.
Administrative Assistant	\$60/ hr.

### III. PAYMENT SCHEDULE

BA will invoice the Village monthly, based on the percentage of each task completed, in accordance with the following schedule of fees-per-task (including expenses):

<b>TASK:</b>	<b>FEE PER TASK:</b>
<b><i>Phase 1 – Existing Conditions Analysis</i></b>	
1.1 Project Management + Coordination	\$9,000
1.2 Kick-off Conference Call	\$1,300
1.3 Project Website	\$11,000
1.4 Review of Planning Documents	\$2,300
1.5 Review and Analysis of Demographics Data	\$3,000
1.6 Development of a Preliminary Parks and Public Realm Inventory, Base Map, and List of Existing Programs	\$11,000
<b><i>Phase 2 – Needs + Priorities Assessment</i></b>	
2.1 Statistically Valid Mail-In/Telephone Survey	\$19,800
2.2 Online Survey	\$3,000
2.3 Public Open Houses	\$2,500
2.4 Interviews and Focus Groups	\$6,000
2.5 Existing Level of Service (LOS) Analysis	\$3,800
2.6 Existing Conditions and Needs Assessment Summary Document	\$6,300
2.7 Needs Assessment Presentations	\$4,500
<b><i>Phase 3 – Visioning</i></b>	
3.1 Comparative Analysis	\$2,700
3.2 Visioning Workshop	\$7,500
3.3 Parks and Recreation Facility Recommendations + Vision Map	\$9,000
3.4 Programming, Operations and Maintenance Recommendations	\$7,700
3.5 Order of Magnitude Statement of Probable Parks System Cost	\$13,000
3.6 Visioning Summary Document	\$6,500
<b><i>Phase 4 – Implementation Strategy and Final Master Plan</i></b>	
4.1 Funding Projections	\$0
4.2 Implementation Workshop	\$3,000
4.3 Implementation Framework, Strategies and Recommendations	\$4,900
4.4 Draft Master Plan Report	\$11,900
4.5 Draft Master Plan Presentations	\$7,400
4.6 Final Master Plan	\$3,900

<b>TOTAL</b>	<b>\$161,000</b>
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#### **IV. PROJECT SCHEDULE**

Attachment A illustrates a preliminary schedule for the project.



## ATTACHMENT 2

**Bob Franceschini**

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**From:** David Barth <david@barthassoc.com>  
**Sent:** Thursday, July 12, 2018 11:08 AM  
**To:** Bob Franceschini  
**Subject:** RE: additional information needed...

Good morning Bob, my wife and I own 100% of our company (at the address below). Will this suffice or do you need additional information?

**David L. Barth, PhD**  
PLA, AICP, CPRP  
10030 SW 52<sup>nd</sup> Road  
Gainesville, FL 32608  
[david@barthassoc.com](mailto:david@barthassoc.com)  
(561) 308.9937  
[www.barthassoc.com](http://www.barthassoc.com)

 **Barth Associates**  
PUBLIC REALM PLANNING, DESIGN, AND FACILITATION

**From:** Bob Franceschini <[franceschini@estero-fl.gov](mailto:franceschini@estero-fl.gov)>  
**Sent:** Thursday, July 12, 2018 11:05 AM  
**To:** David Barth <[david@barthassoc.com](mailto:david@barthassoc.com)>  
**Cc:** Lisa Roberson <[roberson@estero-fl.gov](mailto:roberson@estero-fl.gov)>; Mary Gibbs <[gibbs@estero-fl.gov](mailto:gibbs@estero-fl.gov)>; Bob Franceschini <[franceschini@estero-fl.gov](mailto:franceschini@estero-fl.gov)>  
**Subject:** additional information needed...

David...

Good morning.

Recent internal developments and directives require me to reach out to you for additional information about your firm as part of our award process.

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.

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](mailto:franceschini@estero-fl.gov)