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VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2015 - 55

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING A CONTRACT WITH CALVIN, GIORDANO & ASSOCIATES, INC., TO PROVIDE COMMUNITY DEVELOPMENT SERVICES TO THE VILLAGE OF ESTERO; AUTHORIZING THE VILLAGE MAYOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE VILLAGE MANAGER TO EXPEND FUNDS ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 287.055, Fla. Stats., the Consultants Competitive Negotiation Act, the selection of professional consulting firms is based on a qualification based selection process; and

WHEREAS, Calvin, Giordano, & Associates, Inc., (Consultant) has provided the Village with its qualifications and a fee has been negotiated for providing Community Development Services to the Village of Estero in compliance with the Consultants Competitive Negotiation Act; and

WHEREAS, the Village Attorney had determined that the contract between the Consultant and the Village of Estero will be a "continuing contract" as defined by the Consultants Competitive Negotiation Act wherein the contract has no time limitation and the contract provides a termination clause; and

WHEREAS, the Village Council determines that approving the contract with the Consultant is in the best interest of the Village.

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida:

Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The Village Council authorizes the Village Mayor to execute a contractual agreement with the Consultant to provide Community Development Services to the Village of Estero which is attached to incorporate herein to this resolution.

Section 3. The Village Manager is hereby authorized to expend funds on behalf of the Village.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this
23rd day of September, 2015.

Attest:

VILLAGE OF ESTERO, FLORIDA

By: Kathy Hall
Kathy Hall, MMC, Village Clerk

By: Nicholas Bafos
Nicholas Bafos, Mayor

Reviewed for legal sufficiency:

By: Burt Saunders
Burt Saunders, Esq., Village Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE VILLAGE OF ESTERO, FLORIDA

AND

CALVIN, GIORDANO & ASSOCIATES, INC.

THIS AGREEMENT is made and entered into this ____ day of September, 2015, by and between the VILLAGE OF ESTERO, a Florida municipal corporation (the "VILLAGE"), and CALVIN, GIORDANO & ASSOCIATES, INC., a Florida corporation (the "CONTRACTOR").

WHEREAS, the VILLAGE is in need of a qualified consulting firm to act as the VILLAGE's consulting, planning, zoning, engineering, building and code compliance firm in a continuing contract for services, including, but not limited to planning, zoning, development review, building plan review, and code compliance services in conjunction with the VILLAGE's Community Development Department, as more particularly described in this Agreement (collectively, the "Professional Services"); and

WHEREAS, the VILLAGE, pursuant to a Request for Qualifications dated as of July 13, 2015, including the General Information and Exhibits attached thereto (hereinafter collectively referred to as the "RFQ"), selected CONTRACTOR to perform the aforementioned services as an independent CONTRACTOR to the VILLAGE; and

WHEREAS, CONTRACTOR performs these services for many governmental entities, including other municipalities, and has offered to provide such services at a high quality level to the VILLAGE for a reasonable cost as set forth herein; and

WHEREAS, the VILLAGE and the CONTRACTOR desire to enter into an agreement setting forth the terms and conditions upon which the Professional Services will be provided by the CONTRACTOR; and

WHEREAS, the VILLAGE has followed the selection and negotiation process for all services which require compliance with the Florida Consultant's Competitive Negotiation Act ("CCNA") under Chapter 287.055 F.S., as amended;

NOW THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties agree as follows:

SECTION 1. INCORPORATION, CONVENIENCE, AND INTENT.

The foregoing recitations are true and correct and are hereby incorporated by reference. The parties acknowledge that professional engineering services, landscape architect services and surveying services all fall within the requirements of the CCNA. The parties further acknowledge that for purposes of contract preparation and convenience, non-CCNA and CCNA services have been combined. As used in this Agreement, Professional Services shall mean all services that CONTRACTOR is required to provide herein.

SECTION 2. SCOPE OF SERVICES.

CONTRACTOR shall perform professional consulting services for the VILLAGE consisting of the following:

2.1 PLANNING AND ZONING SERVICES:

- Provide all staff services for planning and zoning applications.
- Provide information to the general public as it relates to all land development activities within the VILLAGE.
- Provide information to builders and developers as it relates to policies and procedures within the VILLAGE relative to land planning within the VILLAGE.
- Coordinate and attend ONE pre-application meeting for cost recovery applications.
- Oversee the development, maintenance and updating of land use and zoning maps as required by local and state agencies.
- Attend all staff meetings, all VILLAGE Council meetings and any workshops, at which attendance by the CGA is deemed necessary by the Village Manager or designee. Attend other County and State agency meetings and forums as required by the Village Manager or designee.
- Act as staff for the VILLAGE to Lee County, Southwest Florida Regional Planning Council and State Department of Economic Opportunity as required by the Village Manager or designee.

- Develop policies and procedures regarding all planning and zoning activities, and develop schedules and time frames for processing all land development activities in conjunction with the VILLAGE's Community Development Director.
- Organize, maintain retrieve and archive official records of VILLAGE and retrieve as necessary.
- Provide information to Village Manager or designee on all relevant and applicable planning issues.
- Provide central intake services for all applications attendant to the above.
- Prepare and coordinate agendas and back up materials for Planning and Zoning and Design Review Boards and VILLAGE Council for all Community Development matters.
- Review all zoning permit applications for conformity to approved plat, development order and zoning code. This does not include plat or development order review.
- Review all sign code permits.
- Review all applications for certificates of use to ensure conformity to zoning code and coordinate with the issuance of a business tax receipt.
- Prepare zoning verification letters and minimum use determinations.
- Collect all fees based on approved fee schedule.
- Perform all planning and zoning reviews not subject to work authorizations or cost recovery (see Section 2.12 below).

Staffing Level: Staffing shall consist of one Senior Planner, one Zoning Technician, and one half-time intake/administrative assistant shared with Development Review.

Fixed Fee: \$276,750.00 per year.

2.2 DEVELOPMENT REVIEW SERVICES.

- Provide all staff services for development order and site plan applications.
- Perform all development reviews in connection with applications for development orders and site plan approvals not subject to work authorizations or cost recovery (see Section 2.12 below).

Staffing Level: Staffing shall consist of one Senior Development Review Planner, and one half-time intake/administrative assistant shared with Zoning and Planning.

Fixed Fee: \$174,250.00 per year.

2.3 CODE COMPLIANCE SERVICES.

The CONTRACTOR shall provide Code Compliance Services forty hours per week, including weekends & evenings as needed. It is anticipated that as part of the transition plan for the services that will initially be required hereunder, the code compliance

officer may have to spend more time on weekends and evenings until a proper level of compliance is achieved in the Village. The Code Compliance Officer will conduct code compliance inspections to determine violations of the Village's codes, rules and regulations, including, without limitation, sign codes and lot mowing compliance, which shall be both proactive (based on personal observations) and reactive (based on complaints - Phone; E-mail; Online through Inkforce; Walk-ins; or Village Manager or designee assigned projects).

The process for warnings shall include:

- Initial Inspection
- Violation Established
- Attempt to Establish Contact with the Property Owner / Occupant
- Courtesy Notice Issued (Mailed first class to Owner of Records and/or Posted on the property)
- Re-inspection
- Violation Complied – Affidavit of Compliance issued / Case Closed
- Violation Not Complied – Formal Notice of Violation / Notice of Hearing

The process for citations shall include:

- Formal Notice of Violation / Notice of Hearing Issued (Mailed to Owner of records via First Class & Certified Mail / Posted if green card not received min. 10 days prior to hearing)
- Case Presented to Special Magistrate
- Order issued by Special Magistrate (Set comply-by Date & Per diem fine)
- Re-Inspection
- Violation Complied – Affidavit of Compliance issued / Case Closed
- Violation Not Complied – Affidavit of Non-Compliance Issued / Fines start to accrue and liens filed.

Additional tasks shall include:

- Coordination of the Business Tax receipt program, which will include routine patrolling of commercial areas to ensure BTRs are valid and current.
- Providing testimony and evidence at Special Magistrate Hearings.
- Creating and maintaining all documents related to the Special Magistrate process (Notices of Hearing, Orders, Continuances, Time Extensions, Requests for Relief, etc.)
- Creating and maintaining Special Magistrate Hearing Agendas.
- Providing assistance to the Special Magistrate and Code Compliance Inspector during hearings.
- Creating and maintaining Special Magistrate Hearing minutes & voice recordings.

- Filing & Archiving of Code Compliance case files.
- Assisting other VILLAGE Departments in the performance of their duties.
- Attending HOA and Civic Association meetings as requested by VILLAGE Manager or designee.
- Attending Village functions / Council meetings as requested by Village Manager or designee.
- Answering phone calls (cell phone & land line).
- Meeting with residents/business owners upon request.

Staffing Level: Staffing shall consist of one Code Compliance Officer with vehicle and phone and one part time clerk to be shared with the Building Department.

Fixed Fee: \$188,600.00 per year

2.4 INFORMATION TECHNOLOGY SERVICES.

The CONTRACTOR shall provide the following Information technology services consisting of the following:

IT Assessment

- Perform inventory and document all VILLAGE owned hardware/software.
- Assess the VILLAGEs network infrastructure/security and document accordingly (Identify all network vulnerabilities).
- Create summary of VILLAGE IT Assessment with recommended solutions.

End User/Desktop Support

- Create/Delete user account for employees.
- Change/Reset user passwords.
- Troubleshoot all computer related issues.
- Perform desktop Operating System updates and hot fixes using recommended software.

File Backup - utilizing recommended solutions for hardware and software

- Create backup strategy for network-shared files to include off-site storage & tape retention.
- Perform backups on all network related files.
- Maintain tape backup device.

Network File Sharing - utilizing recommended solutions for hardware and software

- Create process for network file sharing on server.

- Train users on proper file sharing methods.

Network Print Sharing

- Configure all printers for network printing (if feasible).
- Install network printers on user workstations.

Email

- Configure and administer exchange server to host VILLAGE email.
- Recommend email archiving for compliance with state retention requirements.
- Maintain exchange server.

Procurement

- Act on behalf of the VILLAGE for all technology purchases as requested by the VILLAGE Manager.
- Hardware and software costs (other than the software described in this Agreement) are not included under this contract.
- Create and implement defined security policies for all VILLAGE staff internally and remotely.
- Create and implement email policies for all VILLAGE staff.

Server Maintenance - utilizing recommended solutions for hardware and software

- Perform monthly server updates to include firmware and operating system.
- Replace all malfunction parts under warranty with manufacture.

Staffing Level: Staffing shall consist of one on-site System Support Manager with phone.

Fixed Fee: \$123,000.00 per year

2.5 INKFORCE.NET SOFTWARE.

The INKforce.net project approach contains eight basic components throughout the implementation process for each module. The four modules include:

- Code Enforcement Group
- Building and Permitting Group
- Planning and Zoning Group
- Business Licensing Group

In order to implement the software, the CONTRACTOR shall perform the following tasks.

- An initial meeting will take place with the INKforce™ Project Manager to review and confirm in complete detail the total project scope, specific system requirements, goals and objectives, workflows and business processes.
- All GIS requirements will be identified and reviewed.
- Perform a comprehensive review of the VILLAGE network hardware and client / mobile devices, etc. to develop a project plan, work flow diagrams and defined scope statement.
- Determine if any software customization is needed.
- Setup code, fee schedule, and impact fee databases.
- Develop a data export procedure to import payment information into the VILLAGEs accounting software.
- Provide hands-on training for all modules.
 - Conduct a web-based training session
 - Conduct internal testing
- Obtain implementation feedback by reviewing new data collected in the test database and the processes and work flows used by the end users

Total Setup Cost: \$59,000.00 (one-time fee). Included in cost are:

- Building module
- Code Enforcement module
- Planning and Zoning module (including set up for Development Review/Site Plan and Environmental reviews)
- Occupational Licensing module
- Point of Sale module
- GIS module
- 5 enterprise wide licenses
- Timely GIS address updates (in connection with Lee County Property Appraiser's GIS system)
- Bronze call center support
- Training
- Laserfische GIS integration support for GIS portal and components
- Municipal code data entry
- Data transfer bridge into Local accounting software
- Escrow account where the software source code will remain with any updates as applied during implementation and future updates.

Annual hosting fee \$15,300.00

2.6 LASERFISCHE SOFTWARE.

Laserfiche is a unified solution that will manage all of the VILLAGE's documents and records, regardless of location or media. CONTRACTOR will oversee the successful deployment of the Laserfiche Avante software completed by MCCi llc. Our process and expected deliverables is as follows:

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the project manager, the basic folder structure, document naming scheme and template set-up will be configured prior to onsite training.

Remote Installation and Configuration – The focus of this process is for MCCi to coordinate with the VILLAGE's IT staff in securing the required resources needed to install the Laserfiche Avante software and all of its components.

Business Process Workflow Configuration - MCCi's team of expert Project Managers and System Engineers will work in concert with the VILLAGE's IT staff to build a simplified workflow in the Laserfiche environment.

Software training services - MCCi will administer either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins. These training services will be provided onsite and remotely.

Total Setup Cost: \$ 63,232.00 (one-time fee). Included in cost are:

- ECM software licensing for Avante
- Web tools for Avante
- 3rd Party integration tools (Geodocs Toolset)
- Year 1 of maintenance
- Professional installation services
- Training center 10 – 24 users
- 5 fully named users
- 10 accessible web licenses
- OCR Scheduler for Laserfiche
- LF Workflow
- Exclusive access to the virtual training center

Annual Maintenance after first year \$11,950.00

2.7 BUILDING SERVICES.

The CONTRACTOR shall provide services for the five functional aspects related to the building permit process.

Permit Intake

- A Plans Examiner/Inspector will be on site a minimum of 40 hours a week to ensure that the staffing levels remain sufficient to provide an efficient and effective customer experience.
- Digital permit applications will be utilized for small single use permits including water heaters, air conditioner change outs, and re-roofs.
- Develop and implement permit checklists and application forms.
- Develop and implement a permit walkthrough permitting process with a defined schedule

Plan Review/Processing

- Permit application and plans will reviewed by all departments with a goal of 5 business days but all reviews will be completed in no more than 10 business days for large projects and 5 business days for minor permits.
- CONTRACTOR staff will provide the customer with a clear path to approval.
- All plan reviews will be fully documented in InkForce as the reviews proceed. When all disciplines and departments have approved a file the permit will be processed immediately, the customer will be contacted and the permit will be issued.
- Provide qualified and experienced professionals trained to provide efficient and effective reviews.
- Provide concise comments specific to the project. The review comments will provide a clear path to approval.
- All review staff will be available for customer consultations for professional and friendly assistance.

Inspections

CONTRACTOR will set up several methods to create effective options for scheduling and providing an inspection.

- Establish a dedicated phone line for inspection scheduling.
- Provide a dedicated email for inspection requests.
- Utilize and advertise the permitting software's ability to allow the customer to schedule inspections online.
- Implement inspection-scheduling procedures and timeframes.
- InkForce Permitting Software.
- Provide electronic access in each inspector vehicle.

- Effectively route inspections.
- Provide inspection management. This process provides guidance to the customer with communications at the site. The inspectors will review the project and inform the customer of the next required inspection and any items needed for the inspection.

Permit Closeout

This process includes reviewing the file to ensure that all documents have been received and completed. Producing all required certificates (certificate of occupancy or completion) and insuring that copies have been transmitted to the property appraiser's office for assessment. The processes will include:

- Organizing the file for effective record keeping.
- Implementing a tracking system for permit closeout.
- Issuing a letter for all permits that will expire in the next 45 days. This will assist in reducing the number of incomplete/expired permits.
- Issuing a letter for all permits that have expired. This will allow the permit holder to act prior to the need for a new permit under Florida law.
- Implement a reporting system to notify code enforcement of all expired permits and create a code violation. This step will reduce the overwhelming number of expired permits. This will also help reduce the blight on the VILLAGE by being proactive for partially complete projects and potential unsafe properties.
- Implement a tracking system for all certificates. This will ensure that the VILLAGE is receiving the correct taxes for real property by ensuring that the property has been correctly assessed.

File Maintenance

- Ensure that all files are correctly marked with a valid permit number.
- Centralize all permit files into 3 categories. (in review, issued, closed)
- Prepare each file for scanning during the closeout process.
- Assist in facilitating the complete implementation of electronic file storage. Work to make each electronic file available online.

Staffing Level: Staffing shall consist of one Chief Building Official with vehicle and phone, one Plans Examiner/Inspector with vehicle and phone, two receptionist/clerks, and one part time clerk to be shared with Code Compliance.

Fixed Fee: \$604,750.00 per year.

2.8 PROFESSIONAL SERVICES: HOURLY

In addition to the fixed fee contracts listed above, the CONTRACTOR will also provide additional services on an hourly basis as required by the Village Manager or designee, including, but not limited to, engineering, traffic engineering, landscape architect, survey and any other services requested by the Village Manager or designee.

Hourly Fee: See professional fee schedule attached as Exhibit "A."

2.9 PROFESSIONAL SERVICES: WORK AUTHORIZATIONS

CONTRACTOR will provide the necessary personnel and equipment for administrative and capital projects including, but not limited to, design, permitting, inspections, special reports, studies, and other related services as required by the Village Manager or designee, for which CONTRACTOR shall submit a schedule of work to be performed along with a cost proposal which shall require prior approval from the Village Manager or designee prior to any work being done by CONTRACTOR.

2.10 GENERAL ITEMS

2.10.1 Customer Service will be addressed, instilled and trained as an ongoing high priority to ensure that the public interest is served at a high level to gain compliance, with citizens treated with respect and professionalism. Training and Professional Development will be conducted on an ongoing basis to provide the highest level of service possible to the VILLAGE and its citizens.

2.10.2 CGA shall provide vehicles to the Code Compliance Office, Chief Building Official and Plans Examiner.

2.10.3 While performing services under the Agreement, all personnel shall wear uniform shirt with the logo of the CGA and/or the VILLAGE and shall wear a VILLAGE identification tag. Identification tag shall be furnished by the Village.

2.10.4 While performing services under the Agreement, all personnel shall be equipped with communication equipment, including but not limited to cellular telephones. A list of all cellular telephone numbers of such personnel shall be submitted to the Village Manager or designee and such list shall be updated and maintained on a current basis at all times.

2.10.5 The VILLAGE shall be responsible to provide CONSULTANT with office space for the on-site staff in Estero to be provided by CONSULTANT hereunder. The office space shall be furnished with furniture and equipment including computers and telephone system in the same manner as in the offices for the VILLAGE's own staff.

2.10.6 All services to be provided under this Agreement by CONSULTANT shall be provided in such a manner as to reasonably meet or exceed the Levels of Service set forth in Exhibit A to the RFQ.

2.10.7 The staff to be provided to the VILLAGE by CONSULTANT under this contract shall report to the VILLAGE Manager or designee. For all purposes of this Agreement, the Village Manager's designee shall be the Community Development Director, unless and until CONSULTANT is notified by the VILLAGE Manager in writing to the contrary. In the event that there is any difference of opinion as to process or substantive issues with respect to policies relating to services to be provided by CONSULTANT hereunder, the determination of the Community Development Director shall govern. If, following a determination of policy made by the Community Development Director, the CONSULTANT desires to have a formal review of such policy, the parties shall meet (CONSULTANT, VILLAGE Manager and Community Development Director), reasonably review such matters on a collaborative basis and attempt to reach a resolution of the issues therein. If any such discussion the final decision of the VILLAGE Manager with respect thereto shall govern.

2.11 WORK AUTHORIZATIONS FOR SPECIAL PROJECTS.

Special projects include all items not included within this scope and not covered by the cost recovery process. These items include the development of the VILLAGE's first comprehensive plan and land development regulations, modifications to ordinances and special studies.

2.12 COST RECOVERY.

Professional services associated with the processing and review of applications, submissions, or requests concerning proposed matters affecting development, utilization, or improvement of property in the Village, including, without limitation, the preparation of staff reports and attendance at public hearings related to such applications. Applications subject to cost recovery shall include the following:

- Planned Development (including original plan, amendments and final approval)
- Development of Regional Impact (including all DRI related reviews such as abandonments, substantial and non-substantial deviations, ordinance and agreement reviews, time extensions, and notices of proposed change.)
- Special Exception
- Variances
- Development Order (including new submittals, major or minor modifications, and resubmittals)
- Plat

- Vacation
- Comprehensive Plan Amendment
- Rezoning
- Any planning, zoning or other type of development application as determined by the Village Manager or designee as being suitable in scope and complexity for treatment under the cost recovery system.

The disciplines to be covered by these services include, without limitation:

- Planning and Zoning (including historic review issues)
- Civil Engineering (including Flood Plain issues)
- Traffic Engineering
- Landscape Architecture
- Environmental
- Survey

The cost recovery system shall be as set forth in an Ordinance with respect to Cost Recovery as enacted by the Village Council to include the Village's actual costs of the provision of services, in terms of VILLAGE staff and CONSULTANT's fees for time expended in such review and processing. To the extent that on-site staff from the CONSULTANT work on cost recovery matters, the charges for their work on an hourly basis shall be credited back against the Fixed Fees payable under this Contract.

SECTION 3. FEES FOR SERVICES

3.1 CONSULTANT shall submit monthly invoices for compensation, but only after the services for which the invoices are submitted have been completed and shall submit with such invoice a detailed breakdown, indicating each task performed, person performing the work and time allocated to each task. This breakdown shall be supplied for all work performed by CONSULTANT, whether fixed fee or hourly pursuant to a work authorization or for services under the cost recovery system.

3.2 CONSULTANT shall assign all work for which there is a cost recovery account to that account, at the hourly rates set forth in Exhibit "A."

3.3 VILLAGE shall pay CONSULTANT within thirty (30) calendar days of receipt of CONSULTANT's proper statement. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement. Payment may be withheld for failure of CONSULTANT to comply with a term, condition, or requirement of this Agreement.

3.4 Notwithstanding any provisions of this Agreement to the contrary, the VILLAGE may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONSULTANT.

When the above reasons for withholding payment are removed or resolved in a manner satisfactory to VILLAGE, payment may be made. The amount withheld shall not be subject to payment of interest by VILLAGE.

3.5 The fixed fees contained herein are based upon the amount of land development activity anticipated to occur in VILLAGE in FY 2015-2016. If the amount of land development activity increase or decreases, the Village Manager may, with the consent of CONSULTANT, increase or reduce some or all of the fixed fee amounts to reflect such increase or reduction in land development activity. During the first year of this Agreement, the Village Manager along with the CONSULTANT shall review the levels of staff under this Agreement on January 1, 2016 and on April 1, 2016 and shall meet to discuss an appropriate and equitable readjustment of the levels of staff necessary to meet the actual levels of land development activities that have occurred.

3.6 After the first fiscal year of this Agreement, each fiscal year thereafter, after the anniversary date of this Agreement, the parties shall meet and review the fixed fees, staffing levels, and hourly rates in Exhibit A and discuss adjusting them to the actual levels based on the necessary staffing levels and scope of work. The level of fixed fees was determined for purposes of this Agreement by the actual salaries of the Estero-based staff for CONSULTANT with a multiplier of 2.05 reflecting the Indirect Costs of CONSULTANT. Indirect costs include fringe benefits and general administrative expenses plus a factor for operating margin. The CONSULTANT shall promptly provide to the VILLAGE a copy of the annual audit report by its certified public accountants with respect to the Special Purpose Schedule of Indirect Costs utilized for consulting contracts with the Florida Department of Transportation.

SECTION 4. TERM/TERMINATION

4.1 TERM OF AGREEMENT - This Agreement is a continuing contract, and shall commence on the date that it is fully executed by all parties and effective pursuant to the terms hereof, and shall continue in full force and effect unless and until it is terminated as provided below. The effective dates for services hereunder to be provided by CONSULTANT shall be on November 1, 2015, except that services for the Building Department shall be effective on January 1, 2016. In each case, the parties shall meet and reasonably agree upon a mutually satisfactory and reasonable transition plan to assure that services will be ready to be provided for each of these effective dates and that the fixed fees under this Contract are equitably adjusted to reflect the actual numbers and salaries of on-site personnel in Estero as the work transitions to on-site staff from what initially will be performed at CONSULTANT's home office in Ft. Lauderdale. It is recognized that such transition plans may require that some of the services hereunder may not initially meet the time limits in the Level of Services attachment to the RFQ until such time as the full compliment of staff has been hired and are working at the Estero offices.

4.2 TERMINATION – Without Cause - This Agreement may be terminated by VILLAGE for any reason or no reason upon one hundred twenty (120) calendar days written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of VILLAGE up through the date of termination. Under no circumstances shall VILLAGE make payment for services that have not been performed.

4.3 TERMINATION - With Cause - This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event CONSULTANT abandons this Agreement or causes it to be terminated by VILLAGE, CONSULTANT shall indemnify VILLAGE against loss pertaining to this termination, including, but not limited to, reasonable costs incurred in transition to a replacement consultant. In the event that CONSULTANT is terminated by VILLAGE for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 4.2 and the provisions of Section 4.2 shall apply.

4.4 TERMINATION – Transfer of Ownership – This Agreement may be terminated by the VILLAGE upon five (5) calendar days' written notice if there is a change of more than 50% of the ownership of the Consultant. CONSULTANT shall notify VILLAGE Manager at least thirty (30) calendar days before any such change in ownership of CONSULTANT.

4.5 Upon termination, CONSULTANT shall turn over to VILLAGE all finished or unfinished work product, documents, data, studies, surveys, sketches, plans and reports in its possession. It shall also reasonably assist the VILLAGE and any replacement consultants in the transition, including taking any acts necessary to allow the transfer in a usable format of all information and data stored under the computer software utilized under this Agreement.

SECTION 5. DEFAULT

5.1 An event of default shall mean a breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- a. CONSULTANT has not performed services on a timely basis;
- b. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to supply enough properly skilled Staff personnel;

- c. CONSULTANT has failed to obtain the approval of the VILLAGE where required by this Agreement;
- d. CONSULTANT has refused or failed, except in the case for which an extension of time is provided, to provide the Services as defined in this Agreement.

5.2 In the event CONSULTANT fails to comply with the provisions of this Agreement, the VILLAGE may declare the CONSULTANT in default, notify the CONSULTANT in writing, and give the CONSULTANT fifteen (15) calendar days to cure the default. If the CONSULTANT fails to cure the default, compensation will only be for any completed professional services minus any damages pursuant to Section 5.3. In the event payment has been made for such professional services not completed, the CONSULTANT shall return these sums to the VILLAGE within ten (10) days after notice that these sums are due. Nothing in this Article shall limit the VILLAGE's right to terminate, at any time, pursuant to Section 4 above, and its right for damages under Section 5.3.

5.3 In an Event of Default by the CONSULTANT, it shall be liable for all actual and reasonably foreseeable damages resulting from the default.

5.4 The VILLAGE may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy specifically given or otherwise existing and may be exercised from time to time as often and in such order as may be deemed expedient by the VILLAGE. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The VILLAGE's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the VILLAGE in law or in equity.

SECTION 6. STATUS REPORTS AND UPDATES

On or before the first day of every month, CONSULTANT shall prepare and deliver to the VILLAGE Manager detailed status reports showing the status of all pending matters including, without limitation, cost recovery matters, work authorizations and special projects. The monthly status reports shall be detailed by project and cost recovery account/work authorizations, and shall be in the form reasonably agreed to by the VILLAGE Manager or designee.

SECTION 7. HOURS OF OPERATION

CONSULTANT shall maintain fully staffed business hours equal to, but not less than, the VILLAGE's business hours of 8 AM to 5 PM, Monday through Friday, with the following holidays excepted:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
Christmas Day

SECTION 8. POLICY OF NON-DISCRIMINATION

CONSULTANT shall not discriminate against any person in its operations, activities or delivery of services under this Agreement. CONSULTANT shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

SECTION 9. DRUG FREE WORKPLACE

CONSULTANT shall maintain a Drug Free Workplace.

SECTION 10. INDEPENDENT CONTRACTOR

CONSULTANT is an independent CONTRACTOR under this Agreement. Personal services provided by CONSULTANT shall be by employees of CONSULTANT and subject to supervision by CONSULTANT, and not as officers or employees of VILLAGE. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of CONSULTANT.

SECTION 11. ASSIGNMENT

Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT, without the prior written consent of the VILLAGE.

SECTION 12. CONFLICTS OF INTEREST

12.1 CONSULTANT shall not perform any services for any private sector clients (including, but not limited to, developers, corporations, real estate investors, etc.) on projects within the jurisdictional boundaries of the VILLAGE.

12.2 CONSULTANT shall not perform any services for Lee County or any municipality that is contiguous to the VILLAGE, unless approved by the VILLAGE.

12.3 CONSULTANT shall not review or perform any services regarding any application made by any client of CONSULTANT, even if the services CONSULTANT performs for such client are unrelated to the VILLAGE. In such instance, CONSULTANT shall disclose the relationship immediately to the VILLAGE Manager, who may retain an alternate consultant for those services. If the services relate to a fixed fee service, the fees for the alternate consultant shall be deducted from the fixed fee paid to CONSULTANT.

12.4 Neither CONSULTANT nor any of its employees shall have or hold any employment or contractual relationship that is antagonistic or incompatible with CONSULTANT's loyal and conscientious exercise of judgment related to its performance under this Agreement.

SECTION 13. INDEMNIFICATION

13.1 CONSULTANT shall indemnify, defend and hold harmless VILLAGE, its officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts, errors or omissions of CONSULTANT, its officials, agents, employees or subcontractors in the performance of the services of CONSULTANT under this Agreement.

13.2 CONSULTANT acknowledges that specific consideration has been paid or will be paid under this Agreement for this hold harmless and indemnification provision, and further agrees with the foregoing provisions of indemnity and also agrees with the collateral obligation of insuring said indemnity as set forth in Section 14, Insurance.

13.3 CONSULTANT shall indemnify VILLAGE for all loss, damage, expense or liability including, without limitation, court costs and attorneys' fees that may result by reason of any infringement or claim of infringement by CONSULTANT of any patent, trademark, copyright, trade secret or other proprietary right relating to services furnished pursuant to this Contract. CONSULTANT will defend and/or settle at its own expense any action brought against the VILLAGE to the extent that it is based on a claim that products or services furnished to VILLAGE by CONSULTANT pursuant to this

Contract, or if any portion of the services or goods related to the performance of the service becomes unusable as a result of any such infringement or claim.

SECTION 14. INSURANCE

14.1 The CONSULTANT shall not commence work under this contract until CONSULTANT has obtained all insurance required under this paragraph and such insurance has been approved by the VILLAGE Manager or designee, nor shall the CONSULTANT allow any subcontractor to commence work on its sub-contract until all similar such insurance required of the subcontractor has been obtained and approved.

14.2 CONSULTANT shall at all times carry professional liability insurance, workers' compensation insurance, comprehensive general liability insurance, and automotive liability insurance with policy limits and deductibles for each coverage at amounts approved by the VILLAGE Manager, with such coverages specifying amount of per occurrence, single limit, for property damage and bodily injury, including death, except that the dollar amount of workers compensation coverage shall be as provided by Chapter 440, Florida Statutes. CONSULTANT shall be responsible for maintaining the professional liability insurance on a claims made basis for a minimum of three (3) years following the termination of this Agreement. Upon request of VILLAGE, CONSULTANT shall make available for inspection copies of any claims filed or made against any policy during the policy term. CONSULTANT shall additionally notify VILLAGE, in writing, within thirty (30) calendar days, of any claims filed or made against any policy in excess of \$250,000 during the policy term. The VILLAGE Manager may require any other insurance coverage it deems necessary depending upon the exposures.

14.3 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the VILLAGE Manager or designee prior to the commencement of the work. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least thirty days (30) prior written notice has been given to the VILLAGE. Policies shall be issued by companies authorized to do business under the laws of the State of Florida, with financial ratings acceptable to the VILLAGE Manager. The VILLAGE shall be named as an additional insured on all insurance policies.

14.4 In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.

SECTION 15. REPRESENTATIVE OF VILLAGE AND CONSULTANT

15.1 It is recognized that questions in the day-to-day conduct of this Agreement will arise. The VILLAGE designates the VILLAGE Manager or his designee as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. CONSULTANT designates Shelley Eichner, its Senior Vice President, as the representative of CONSULTANT to whom all communications pertaining to the day-to-day action of this Agreement shall be addressed.

15.2 The VILLAGE Manager or designee shall have the right to require CONSULTANT to change any personnel working on VILLAGE projects upon providing CONSULTANT with a ten (10) day written notice. Such requests from VILLAGE Manager or designee shall not be made unreasonably or arbitrarily.

SECTION 16. COSTS AND ATTORNEY'S FEES

If either VILLAGE or CONSULTANT is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including but not limited to, costs and reasonable attorney's fees.

SECTION 17. NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, hand delivered or by facsimile transmission with proof of receipt, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. Notice shall be deemed given upon receipt by any method of delivery authorized above. For the present, the parties designate the following as the respective places for giving of notice:

FOR CONSULTANT: Shelley Eichner, Senior Vice President

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Fort Lauderdale, Florida 33316
Telephone: (954) 921-7781
Facsimile: (954) 921-8807

FOR VILLAGE: VILLAGE Manager

Village of Estero
21500 Three Oaks Parkway
Estero, FL 33928

With Copy to:

Burt L. Saunders, Esq.

Gray Robinson

8889 Pelican Bay Boulevard

Naples, FL 34118

VILLAGE Attorney

And a copy to:

Mary Gibbs

Community Development Director

VILLAGE OF ESTERO

21500 Three Oaks Parkway

Estero, FL 33928

SECTION 18. RIGHTS IN DATA; COPYRIGHTS; DISCLOSURE

18.1 Definition. The term "Data" as used in this Agreement includes written reports, studies, drawings, or other graphic, electronic, chemical or mechanical representation.

18.2 Rights in Data. Drawings, specifications, designs, models, photographs, computer CADD discs, reports, surveys and other data developed or provided in connection with this Agreement shall be the property of VILLAGE and VILLAGE shall have the full right to use such data for any official purpose permitted under Florida Statutes, including making it available to the general public. Such use shall be without any additional payment to or approval by CONSULTANT. VILLAGE shall have unrestricted authority to publish, disclose distribute and otherwise use, in whole or in part, any data developed or prepared under this Agreement.

18.3 Copyrights. No data developed or prepared in whole or in part under this Agreement shall be subject to copyright in the United States of America or other country, except to the extent such copyright protection is available for the VILLAGE. CONSULTANT shall not include in the data any copyrighted matter unless CONSULTANT obtains the written approval of the VILLAGE Manager and provides said VILLAGE

Manager with written permission of the copyright owner for CONSULTANT to use such copyrighted matter in the manner provided herein.

18.4 If this Agreement is terminated for any reason prior to completion of the work, the VILLAGE may, in its discretion, use any design and documents prepared hereunder.

SECTION 19. SUBCONSULTANTS

Subconsultants, if needed, will be subject to the prior written approval of the VILLAGE Manager or designee.

SECTION 20. COMPLIANCE WITH LAWS

CONSULTANT shall fully obey and comply with all laws, ordinances and administrative regulations duly made in accordance therewith, which are or shall become applicable to the services performed under the terms of this Agreement.

SECTION 21. TRUTH-IN-NEGOTIATION CERTIFICATE

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.

SECTION 22. OWNERSHIP OF DOCUMENTS

CONSULTANT understands and agrees that any information, document, report or any other material whatsoever which is given by the VILLAGE to CONSULTANT or which is otherwise obtained or prepared by CONSULTANT under the terms of this Agreement is and shall at all times remain the property of the VILLAGE. CONSULTANT agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the VILLAGE Manager, which may be withheld or conditioned by the VILLAGE Manager in his sole discretion.

SECTION 23. AUDIT AND INSPECTION RIGHTS

23.1 The VILLAGE may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by CONSULTANT under this Agreement, audit, or cause to be audited, those books and records of CONSULTANT that are related to CONSULTANT's performance under this Agreement. CONSULTANT agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

23.2 The VILLAGE may, at reasonable times during the term hereof, inspect CONSULTANT's facilities and perform such inspections, as the VILLAGE deems reasonably necessary, to determine whether the services required to be provided by CONSULTANT under this Agreement conform to the terms of this Agreement. CONSULTANT shall make available to the VILLAGE all reasonable facilities and assistance to facilitate the performance of inspections by the VILLAGE's representatives.

SECTION 24. WARRANTIES OF CONSULTANT

The CONSULTANT hereby warrants and represents that at all times during the term of this Agreement it shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary to perform the Services.

SECTION 25. PUBLIC RECORDS

CONSULTANT understands that the public shall have access, at all reasonable times, to all documents and information pertaining to VILLAGE contracts, subject to the provision of Chapter 119, Florida Statutes, and agrees to allow access by the VILLAGE and the public to all documents subject to disclosure under applicable law. CONSULTANT's failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by the VILLAGE.

SECTION 26. NO CONTINGENT FEES

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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, council, 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, the VILLAGE shall have 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, council, percentage, gift or consideration.

SECTION 27. GOVERNING LAW; CONSENT TO JURISDICTION

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Florida. The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue of any action to enforce this Agreement shall be in Lee County, Florida.

SECTION 28. HEADINGS

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

SECTION 29. SEVERABILITY

If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

SECTION 30. CONFLICT

In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail.

SECTION 31. BINDING AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 32. SURVIVAL OF PROVISIONS

Any terms or conditions of this Agreement that require acts beyond the date of its termination shall survive the termination of this Agreement, shall remain in full force and effect unless and until the terms of conditions are completed, and shall be fully enforceable by either party.

SECTION 33. ENTIRE AGREEMENT

33.1 This Agreement and its attachments constitute the entire agreement between CONSULTANT and VILLAGE, and all negotiations and oral understandings between the parties are merged herein.

33.2 No modification, amendment or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality as this Agreement.

SECTION 34. WAIVER

The waiver by either party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement shall not be construed as a waiver of any future or continuing similar or dissimilar failure.

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF ESTERO AND CALVIN, GIORDANO & ASSOCIATES, INC.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for Professional Services on the respective dates under each signature:

ATTEST:

VILLAGE OF ESTERO, through its
VILLAGE Council,

BY _____

KATHLEEN HALL, TOWN CLERK

NICK BATOS, ITS MAYOR

____ day of September, 2015

Approved as to form and legal sufficiency:

BY _____

Burt Saunders, Village Counsel

ATTEST:

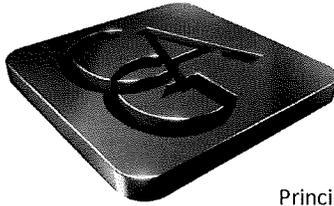
CALVIN, GIORDANO & ASSOCIATES, INC., a
Florida corporation

BY _____

Corporate Secretary

Its Senior Vice President, thereunto duly
authorized.

____ day of September, 2015



Calvin, Giordano & Associates, Inc.
 EXCEPTIONAL SOLUTIONS™

PROFESSIONAL FEE SCHEDULE

Building Code Services
 Coastal Engineering
 Code Enforcement
 Construction Engineering and Inspection
 Construction Services
 Contract Government
 Data Technologies and Development
 Emergency Management Services
 Engineering
 Environmental Services
 Facilities Management
 Indoor Air Quality
 Landscape Architecture
 Municipal Engineering
 Planning
 Public Administration
 Redevelopment and Urban Design
 Surveying and Mapping
 Traffic Engineering
 Transportation Planning

GSA Contract Holder

1800 Eller Drive
 Suite 600
 Fort Lauderdale, FL
 33316
 954.921.7781 phone
 954.921.8807 fax

Principal	215.00	LANDSCAPE ARCHITECT	
Contract Administrator	190.00	Associate, Landscape Architect	165.00
Project Administrator	165.00	Senior Landscape Architect	135.00
Executive Assistant / Clerical	75.00	Environmental Administrator	125.00
		Landscape Architect	120.00
		Environmental Specialist	105.00
ENGINEERING		Landscape CADD Technician	95.00
Associate, Engineering (VI)	190.00	Environmental Assistant	90.00
Director, Engineering (V)	175.00	Landscape Inspector/Arborist	105.00
Project Manager (IV)	150.00	Landscape Designer	120.00
Project Engineer (III)	130.00	Landscape Site Plan Reviewer	135.00
Engineer (II)	110.00		
Jr. Engineer (I)	100.00	INDOOR AIR QUALITY SERVICES	
Senior CADD Tech Manager	115.00	Sr. Environmental Scientist	125.00
CADD Technician	95.00	Environmental Scientist	100.00
Permit Administrator	90.00		
		CONSTRUCTION	
DATA TECH DEVELOPMENT		Associate, Construction	165.00
Associate, Data Tech Dev.	165.00	Construction Management Director	135.00
GIS Coordinator	145.00	Construction Manager	125.00
GIS Specialist	125.00	Senior Inspector	100.00
Multi-Media 3D Developer	115.00	Inspector	90.00
GIS Technician	100.00	Construction Coordinator	90.00
Sr. Applications Developer	165.00		
Applications Developer	135.00	EMERGENCY MANAGEMENT	
Network Administrator	155.00	Director	145.00
System Support Specialist	115.00	Planner	105.00
IT Support Specialist	85.00	Assistant Planner	90.00
		PLANNING	
GOVERNMENTAL SERVICES		Associate, Planning	175.00
Associate, VP	190.00	Director of Planning	150.00
Director of Code Enforcement	145.00	Planning Administrator	150.00
Director of Building Code	145.00	Planning Manager	145.00
Project Manager	145.00	Senior Planner	125.00
Grants Administrator	125.00	Assistant Planner	90.00
Code Enforcement Field Supervisor	110.00		
Code Enforcement Field Inspector	90.00	EXPERT WITNESS	
Building Official	115.00	Principal/Associate	330.00
Building Plans Reviewer	90.00	Registered Engineer/Surveyor	280.00
Building Inspector	90.00	Project Engineer	230.00
Permit Processor	75.00		
SURVEYING			
Associate, Surveying	165.00		
Senior Registered Surveyor	145.00		
Survey Crew	135.00		
Registered Surveyor	130.00		
Survey Coordinator	105.00		
CADD Technician	95.00		
3D Laser Scanner	355.00		
Hydrographic Survey Crew	330.00		
G.P.S. Survey Crew	155.00		
Sub-meter G.P.S	75.00		
Soft Dig (per hole)	480.00		
Utility Locates (per hour)	205.00		

Effective October 1, 2014

www.cgasolutions.com