

1. Requested Motion:

Meeting Date: November 19, 2012

Approve the Selection Advisory Committee's recommendation in response to Request for Qualifications RFQ-12-09-CD *Ongoing Miscellaneous Professional Land Planning Services* and authorize staff to enter into negotiations with Calvin, Giordano & Associates Inc.; Dover, Kohl & Partners; Johnson Engineering; LaRue Planning & Management Services; Tindale-Oliver & Associates Inc.

Why the action is necessary:

Town Council authorization is required to enter into negotiations for services as specified in the RFQ. This solicitation was conducted in accordance with F.S. 287.055 the Consultants Competitive Negotiations Act (CCNA), which requires among other things that a qualifications based selection be made prior to negotiating rates and fees.

What the action accomplishes:

Authorization allows staff to begin the negotiations to secure the services as requested in the solicitation.

2. Agenda:

- Consent
- Administrative

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff
- Town Attorney

5. Background: Town Council has previously directed staff to retain a Land Use/Planning consultant to assist in evaluating options on Seafarer's and provide ongoing consultant services for other planning issues. RFQ-12-09-CD was issued for ongoing professional land planning services, and the solicitation is provided as Attachment A. The Selection Advisory Committee (SAC) met and evaluated the submittals. The SAC recommendation for ranking of the firms and backup materials from the SAC meeting are included as Attachment B. The submittals by each firm are available at Town Hall for Town Council review if desired.

6. Alternative Action: Take no action.
 Select fewer firms.

7. Management Recommendations: Approve the Selection Advisory Committee's recommendations and authorize Staff to begin negotiations with the selected firms.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Parks & Recreation Director	Town Clerk
						

9. Council Action:

- Approved
- Denied
- Deferred
- Other

REQUEST FOR QUALIFICATIONS
TOWN OF FORT MYERS BEACH
ONGOING MISCELLANEOUS PROFESSIONAL LAND PLANNING SERVICES

TOWN OF FORT MYERS BEACH FLORIDA
REQUEST FOR QUALIFICATIONS
RFQ-12-09-CD
ONGOING MISCELLANEOUS PROFESSIONAL LAND PLANNING SERVICES

Dated: July 23, 2012

Pursuant to the requirements of Florida Statutes (F.S.), Chapter 287, the Town of Fort Myers Beach anticipates seeking professional engineering consultant services for the purpose of assisting the Town with ongoing miscellaneous professional land planning services.

Before submitting Professional Qualifications and Letters of Interest, interested parties must obtain a copy of the complete Request for Qualifications package entitled RFQ-12-09-CD, Town of Fort Myers Beach Ongoing Miscellaneous Professional Land Planning Services dated July 23, 2012 for this project from the Town of Fort Myers Beach, Town Hall, 2523 Estero Boulevard, Fort Myers Beach, FL 33931, www.fortmyersbeachfl.gov, www.demandstar.com or by calling (239) 765-0202 ext. 116. The Requesting Party must furnish the Town with a mailing address, an e-mail address, telephone number and facsimile number for contact purposes. If the Official Documents are not obtained as directed above, or are modified in any manner, the Professional Qualifications and Letter of Interest will not be accepted for consideration by the Town.

Submittals are subject to the conditions specified herein and on the attached sheets, including any addenda. All responses must be submitted in a sealed envelope, delivered via mail or in person to Town Hall, Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, FL 33931 no later than **3:30 PM Friday, August 24, 2012**. The mailing envelope must be clearly marked RFQ-12-09-CD Ongoing Miscellaneous Professional Land Planning Services and contain the Consultant's name and address.

Questions: All questions about the meaning or intent of the RFQ documents must be directed in writing via e-mail to Derek Bargmann, (derek@fortmyersbeachfl.gov) or via facsimile to 239-765-0909. No verbal inquiries will be accepted. Questions received less than five (5) days prior to the submittal date may not be answered. All properly received questions will be answered by written addenda and will be binding. Oral and other interpretations or clarifications that are not contained in an official addendum will be without legal effect. All addenda shall be signed by the Consultant as acknowledged and incorporated with the submittal.

The Town's short-list and final selection meeting dates will be listed on the Town website at www.fortmyersbeachfl.gov or available by contacting Derek Bargmann, Contracts Manager, at (239) 765-0202 ext. 116.

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Response Procedure: The deadline for submission of the Professional Qualifications and Letter of Interest for this Project by qualified consultants is **3:30 PM, Friday, August 24, 2012**. The outside of the envelope must be clearly marked "RFQ-12-09-CD, Town of Fort Myers Beach Ongoing Miscellaneous Professional Land Planning Services" and contain the Consultant's name and address. Each firm is to submit one (1) original and five (5) hard copies, clearly marked as such, of the complete package. The following format and sequence should be followed in order to provide consistency in the Consultant's responses and to ensure each proposal receives full consideration. Use 8.5 x 11 page format with separating page tabs so that each submittal section can easily be compared with other submittals.

- a. Title page, including RFQ number and name, consultant's name and address; contact person; telephone and fax numbers; internet e-mail address and closing date and time
- b. Table of contents, including page numbers
- c. Letter of Interest stating interest in this project signed by the person who will have contract authority over this project and stating that the contents of the submittal are true and accurate. This letter must state that the Consultant will meet the insurance requirements of the attached Professional Services Agreement and is willing to execute the attached Professional Services Agreement with the Town of Ft Myers Beach, Florida.
- d. Description of the firm, including locations of offices, person(s) responsible for contracting services hereunder, and at which office the contract authority resides. A Completed Request for Qualification Submittal for Professional Consultants in the form attached.
- e. A copy of the Consultant's financial statement for the preceding fiscal year, as certified by its chief financial officer. This shall be provided in a separate sealed envelope, with proper identification on the outside. It will only be opened by the Town should the Consultant be selected for negotiation.
- f. At least three (3) examples of completed projects representative of the work for which Consultant is applying hereunder, inclusive of contact information for the recipient of services.
- g. A listing of personnel who would be working on this project, listing their qualifications to perform the work hereunder. This listing must be on the Qualification Form and include the resumes for such personnel complete with a current copy of applicable certifications. The Consultant's Supervisor for this project shall also be identified.
- h. An outline of the Consultant's understanding of and approach to providing the required services.
- i. An explanation of why the Consultant is well suited to perform the service.
- j. A list of sub-consultants that Consultant would propose to use for any of the services associated with tasks awarded under the Professional Services Agreement.
- k. A list of at least five (5) client references, exclusive of those identified above, which includes the following information: Name of contacting agency, contact name, address, e-mail address and telephone number, and title of work performed for client.
- l. Any additional data that the Consultant feels will be helpful in qualifying it for this project.
- m. Completed, original affidavit stating that the Consultant (and affiliate, as appropriate), or person(s) having a business relationship with Consultant or affiliate (have) never been convicted of a Public Entity Crime as such is defined in Section 287.133, F.S. (EXHIBIT I).

Selection Procedure: The selection of a Consultant(s) will be made in accordance with Town of Fort Myers Beach Purchasing Policies and Chapter 287.055 Florida Statutes. Some or all of the responding firms may be requested to provide telephone interviews or written or oral technical proposals (or both), for the ranking process. In such event, the presentation must be made by the representative who would be the Project Manager (or Equivalent) under this award. After determination of qualified consultants by the Town Council, contract fees will be negotiated in accordance with Section 287.055, Florida Statutes.

SPECIAL NOTICE

DUTY TO UPDATE RECORDS: It shall be the responsibility of any individual or firm selected by the Town of Fort Myers Beach for this project to notify the Town promptly of any substantive amendment to the information provided in its Letter of Interest/Application for Qualification, as well as to update the information in the Application on an annual basis as appropriate.

EQUAL OPPORTUNITY STATEMENT: The Town of Fort Myers Beach, in accordance with the provisions of Title VI of the Civil Rights Act of 1964, hereby notifies all firms and individuals that it will require affirmative efforts be made to ensure equal participation in all contracts for consultant services. No firm or individual shall be discriminated against on the grounds of race, color, gender, national origin, religion, age or disability in consideration for qualification or selection.

NOTICE OF A CONTRACT CRIME CONVICTION: Each person or firm who elects to submit a Letter of Interest (or Competitive Negotiations) package shall notify the Finance Director within thirty (30) days after a conviction of a contract crime applicable to them or to any officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate as further described in F.S. 287.133.

QUALIFICATION PROCEDURES: All applicants must be qualified to do business in the State of Florida.

TIME OF CONTRACT: This contract will be for a period of three (3) years with an option to renew for two (2) terms of one-year each by mutual agreement of the parties. Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract period, and any subsequent renewal.

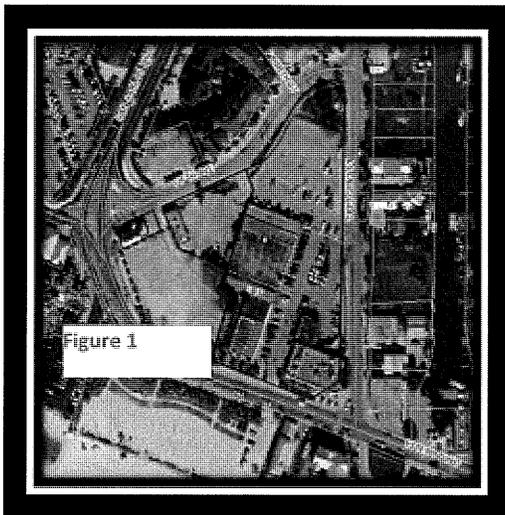
RIGHT OF PERFORMANCE: This contract does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all available required work in-house or by any other means it so desires. No amount of work is guaranteed upon the execution of a Professional Services Agreement. A consultant or multiple consultants may be selected for any, some or all the services being solicited hereunder. The Town reserves the right to add or delete, at any time, any or all tasks or services associated with the Agreement.

DOWNTOWN RFQ

The Town of Fort Myers Beach is seeking the services of a qualified land use planning firm in evaluating redevelopment options, transportation issues, visioning, preparing redevelopment land development regulations and Community Redevelopment Agency formation.

Project Background:

The Town Council is requesting assistance in identifying and evaluating options, as it relates to redevelopment of approximately 3.86 acres of land (known as Seafarers CPD) and possibly including the broader surrounding Downtown area, as depicted in Figure 1 (the four parcels involved are outlined in blue).



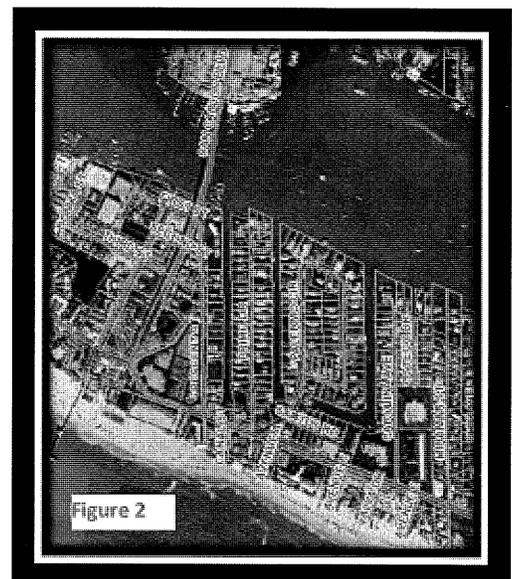
The area highlighted in blue was acquired by Lee County and the County has recently expressed intent to develop the property as a surface parking lot, which would require an amendment to the current planned development zoning on the subject property. Immediately in front of the County Property is a signalized crosswalk across Estero Boulevard. The area is generally considered to be a bottleneck for traffic, with pedestrian, bicycle and automobile conflicts as noted areas of concern.

Overall, the 3.86 acres (consisting of three different property owners) of land are considered prime for redevelopment and the Towns' Comprehensive Plan places emphasis that the area should be well planned, in as much as, any redevelopment will have ramifications for pedestrian, bike and automobile circulation. Further, it is recognized that the subject 3.86 acres are situated in such a manner that the property is an integral component of finding a long term traffic solution for Estero Boulevard.

The broader area, known as the Downtown, serves as a primary tourist destination in the beachfront community. Further, the overall Downtown area is towards redevelopment, driven by communities' popularity as a tourist destination. In recent years, the business owners in the area have become more organized in their effort to promote the destination to tourists, by hosting special events, including concerts and festivals. The revitalization of the Downtown, the potential for redevelopment and the necessity for long-term traffic solutions has brought up the question of evaluating potential planning strategies available to guide and stimulate redevelopment of the area.

The Downtown, as is the entire Town, is located in a Special Flood Hazard Area. Accordingly, the area is subject to substantial restrictions by FEMA, including severe limitations on improvements to existing properties, through the 50% Rule.

Given the complexity and range of issues facing the Downtown, Town Council desires to take a more holistic approach to



identifying opportunities and solutions, by developing a cohesive vision for the area, while providing a basis for critical decision making.

Over the years, numerous reports, studies, visions and master plans have been prepared for the area.

Potential Scope of Work:

The Consultant will work directly with Town Council and Staff, in identifying scope of work, which may include:

1. Reviewing historical reports, studies, visions and master plans for the area and providing a summary report to Town Council;
2. Working with the Towns' Traffic Consultant to identify solutions and opportunities;
3. Evaluating redevelopment options for the Seafarers CPD properties;
4. Evaluating parking solutions and alternatives;
5. Conducting visioning for redevelopment of the Seafarers CPD;
6. Advising Town Council on options and alternatives, including potential Town acquisitions of land;
7. Identifying and evaluating potential area(s) for zoning overlay district(s);
8. Identifying and evaluating areas for inclusion in a potential CRA Boundary;
9. Conducting a Finding of Necessity for a prospective CRA area; and/or
10. Preparing a CRA Master Plan.

Town of Fort Myers Beach

Request for Qualification Submittal for Professional Consultants

Firm Name: _____
(As registered with Florida Secretary of State)

Address: _____

City, State, Zip Code: _____ County: _____

Telephone: _____ Fax: _____ Web-site: _____

Contact Person: _____ E-mail: _____

Name of Parent Company (if applicable): _____

Address: _____

Type of Firm: Corporation _____ Partnership _____ Individual _____ Other _____

If Corporation: Date Incorporated: _____ State Incorporated: _____

Date Authorized in Florida: _____ Name of President: _____

If Partnership: Date organized: _____ Type: General Limited Other

Name(s) of Partner(s): _____

Florida Secretary of State Document No.: _____

Florida State Board –
Professional Engineer's Certificate No.: _____ Date: _____

Firm Name: _____
(As registered with Florida Secretary of State)

Federal Employer Identification No. _____

Most Recent financial statement attached: Yes No

Firm's Current Annual Gross Income: \$ _____

Blanket Professional Liability Insurance: Yes No Amount: \$ _____

Policy No.: _____ Company: _____

If yes: Attach a copy of certificate showing policy number, company, amount and expiration date.
If no: Attach commitment letter from insurance company that provides liability insurance that would be provided to applicant, or a commitment letter for a non-assignable, nontransferable, irrevocable letter of credit created pursuant to Chapter 287, Florida Statute, in a minimum amount of \$250,000.00.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2012 by and between the Town of Fort Myers Beach, Florida, a chartered municipality of the State of Florida, whose address is 2523 Estero Boulevard, Fort Myers Beach, Florida 33931 ("Town"), and _____ ("Consultant"), whose address is _____.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Miscellaneous Professional Land Planning Services, ("Project"); and

WHEREAS, the selection and engagement of the Consultant has been made by the Town in accordance with the provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, Florida Statutes and applicable Town Ordinances, Rules, and Charter Provisions;

NOW, THEREFORE, in consideration of the mutual covenants, terms and provisions contained herein, the parties hereto agree as follows:

ARTICLE 1.00 - SCOPE OF PROFESSIONAL SERVICES:

1.01 SCOPE OF SERVICES: Consultant hereby agrees to provide and perform the professional services required and necessary to complete the work set forth on EXHIBIT "A", entitled "Scope of Professional Services", which is attached hereto and incorporated herein by reference. Such services shall be referred to hereunder as "Basic Services."

1.02 ADDITIONAL SERVICES: Should the Town request the Consultant to provide and perform professional services for this Project which are not set forth in EXHIBIT "A", the Consultant agrees to provide and perform such Additional Services as may be agreed to in a Supplemental Task Authorization to this Agreement.

1.03 SUPPLEMENTAL TASK AUTHORIZATION: All authorized changes to the scope of professional services, tasks, work or materials to be performed or provided by the Consultant; the compensation and method of payment; the schedule or time period for performance and completion; and/or the guidelines, criteria and requirements pertaining thereto, shall be (i) reduced to writing on the Town's standard form Supplemental Task Authorization and (ii) signed by both parties, to be effective. Notwithstanding anything to the contrary herein, the Town shall have the unilateral right to delete all, or portions, of the Scope of Services, set forth on EXHIBIT "A" and/or any Supplemental Task Authorization executed hereunder, by the unilateral issuance of a written Supplemental Task Authorization to the Consultant, which shall be effective with or without Consultant's execution thereof.

ARTICLE 2.00 - OBLIGATIONS OF THE CONSULTANT:

The obligations of the Consultant shall include, but not be limited to, the following:

2.01. LICENSES: Consultant certifies that it possesses valid, current licenses to do business, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the professional services provided and performed by the Consultant pursuant to this Agreement. Consultant agrees to maintain such licenses throughout the period that this Agreement is in effect.

2.02 QUALIFIED, WILLING AND ABLE: Consultant certifies it is qualified, willing and able to provide and perform all services hereunder, in accordance with the requirements hereof.

2.03 PERSONNEL:

(1) QUALIFIED PERSONNEL: The Consultant shall employ and/or retain only qualified personnel for all services it provides hereunder. Such personnel shall have all license(s), certificate(s) of authorization and other legal qualifications to provide such services.

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(2) CONSULTANT'S PROJECT DIRECTOR: The Consultant agrees to employ and designate, in writing, a qualified and properly licensed professional as the Consultant's Project Director. The Consultant's Project Director shall be authorized and responsible to act on behalf of the Consultant with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement and all addenda hereto. The Consultant's Project Director shall have full authority to bind and obligate the Consultant on any matter arising hereunder unless the parties have previously agreed otherwise in writing. The Project Director shall devote whatever time is required to satisfactorily direct, supervise and manage the services provided and performed by the Consultant throughout the entire period this Agreement is in effect. The person selected by the Consultant to serve as the Consultant's Project Director shall be subject to the prior approval and acceptance by the Town.

(3) REMOVAL OF PERSONNEL: Within ten (10) days of receipt of the Town's written request, the Consultant shall remove and replace its Project Director, or any other personnel employed or retained by the Consultant, or personnel of the sub consultant(s) or subcontractor(s) engaged by the Consultant to provide and/or perform services and/or work pursuant to this Agreement, and any Addenda hereto. The Town shall have the ability to make such request with or without cause.

(4) SUB-CONSULTANT: The Consultant shall have the ability to engage the professional services of a Sub-consultant or Sub-consultants to assist the Consultant in providing and performing the professional services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Sub-consultant. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

(5) SUB-CONTRACTOR: The Consultant shall have the ability to engage the services of a Sub-contractor or Sub-contractors to assist the Consultant in providing and performing services, work and materials for which the Consultant is contractually obligated to perform hereunder. The Town shall not be a party to, responsible or liable for, or assume any obligation whatever for any Agreement entered into between the Consultant and any Subcontractor. Such engagement shall be with the prior written approval of Town, and is subject to the terms of ARTICLE 8 below.

2.04 TIMELY ACCOMPLISHMENT OF SERVICES: The timely performance and completion of the required services, work and materials is vitally important to the interests of the Town and time is of the essence for all of the duties and obligations contained in this Agreement. The Town may suffer damages in the event that the Consultant does not accomplish and complete the required services in a timely manner. The Consultant agrees to employ, engage, retain and/or assign an adequate number of personnel throughout the period of this Agreement so that all services will be provided, performed and completed in a timely and diligent manner throughout.

2.05 STANDARDS OF PROFESSIONAL SERVICE: The work and/or services to be provided and/or performed by the Consultant (and by any Sub-consultant(s) and/or Sub-contractor(s) engaged by the Consultant) as set forth in the Scope of Professional Services, EXHIBIT "A", shall be done in accordance with the generally accepted standards of professional practice and in accordance with the laws, rules, regulations, ordinances, codes, policies, standards or other guidelines issued by those governmental agencies which have jurisdiction over all or a portion of this project and which are in effect at the time the Town approves this Agreement, or which may subsequently be changed or revised.

2.06 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES:

(1) RESPONSIBILITY TO CORRECT: The Consultant agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and other services, work and materials performed, provided, and/or furnished by Consultant or by any Sub consultant(s) and/or Subcontractor(s) retained or engaged by the

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Consultant pursuant to this Agreement. The Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents and instruments, and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant.

(2) TOWN'S APPROVAL NOT RELIEVING CONSULTANT OF RESPONSIBILITY: Neither review, approval, nor acceptance by the Town of data, studies, surveys, designs, specifications, calculations, estimates, plans, drawings, construction documents, photographs, reports, memoranda, other documents and instruments, and/or incidental professional services, work and materials furnished hereunder by the Consultant or any Sub consultant(s) or Subcontractor(s) engaged by the Consultant, shall in any way relieve Consultant of responsibility for the adequacy, completeness and accuracy of its services, work and materials and the services, work and materials of any and all Sub consultants and/or Subcontractors engaged by the Consultant to provide and perform services in connection with this Agreement. Neither the Town's review, approval or acceptance of, nor payment for, any of the Consultant's services, work and materials shall be construed to operate as a waiver of any of the Town's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

2.07 LIABILITY/HOLD HARMLESS: The Consultant shall be liable and agrees to be liable for and shall indemnify and hold the Town harmless for any and all claims, suits, judgments or damages, losses and expenses including but not limited to court costs and attorney's fees (including but not limited to appellate attorney fees) arising out of, or resulting from, the Consultant's errors, omissions, and/or negligence, and/or willful and/or deliberate acts or failure to act, or those of any and all Sub consultants and/or Subcontractors engaged by the Consultant during the providing, performing and furnishing of services, work and materials pursuant to this Agreement and any and all Supplemental Task Authorizations hereto. The Consultant shall not be liable to nor indemnify the Town for any portions of damages arising out of any error, omission, and/or negligence of the Town, its employees, agents, or representatives or third parties. The Consultant hereby acknowledges that the compensation to be paid it by the Town hereunder includes compensation as consideration for the indemnification provided herein.

2.08 NOT TO DIVULGE CERTAIN INFORMATION: Consultant agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without Town's prior written consent, or unless incident to the proper performance of Consultant's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by Consultant or any sub consultant(s) or subcontractor(s) hereunder, subject to the requirements of the Florida Public Records Law. Consultant shall require all of its employees, Sub consultant(s) and Subcontractor(s) to comply with these provisions.

2.09 CONSULTANT TO REPAIR PROPERTY DAMAGE IT HAS CAUSED: Consultant agrees to promptly repair and/or replace, or cause to have repaired and/or replaced, at its sole cost and expense and in a manner acceptable to and approved by the Town, any property damage arising out of, or caused by, the willful or negligent acts of the Consultant, or of its Sub consultants and/or Subcontractors. The Consultant's obligation hereunder does not apply to property damage caused by any other Consultant or Contractor engaged directly by the Town. Should the Consultant fail to make such repairs and/or replacements within a reasonable time, the Town reserves the right to cause such repairs and/or replacement to be made by others and for all costs and expenses associated with having such repairs and/or replacement done to be paid for by the Consultant, or by the Consultant reimbursing the Town for all such costs and expenses.

2.10 PERMITS: The Consultant shall be responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining all reviews, approvals and permits, with respect to the Consultant's design, drawings and specifications required by any governmental body having authority over the Project. Any fees required for such reviews, approvals or permits will be paid via check issued

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by the Town and made payable to the respective governmental body, upon the Consultant furnishing the Town satisfactory documentation of such fees. The Consultant will be similarly responsible for preparing and submitting all required applications and other supportive information necessary to assist the Town in obtaining any renewals and/or extensions of reviews, approvals or permits that may be required while this Agreement is in effect. The Town shall, at the Consultant's request, assist in obtaining required signatures and provide the Consultant with all information known to be available to the Town so as to assist the Consultant in the preparation and submittal of any original, renewal or extension of required reviews, approvals or permits.

2.11 TRUTH-IN-NEGOTIATIONS CERTIFICATE: The Consultant shall execute a Truth-in-Negotiations Certificate ("Certificate"), in a form attached as EXHIBIT "F" and incorporated herein by reference. The Certificate shall state that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time this Agreement is executed. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the Town determines the contract price was increased due to inaccurate, incomplete or non-current wage rates or other factual unit costs.

2.12 COMPLETION OF TASKS: Unless otherwise set forth herein, the Consultant shall be responsible for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete all of the tasks set forth in EXHIBIT "A" entitled "Scope of Professional Services" and Supplemental Task Authorizations, if any, hereto. The compensation to be paid the Consultant as set forth in EXHIBIT "B" entitled "Compensation and Method of Payment" and Supplemental Task Authorizations authorized hereunder shall be understood and agreed to adequately and completely compensate the Consultant for providing and performing whatever services, work, equipment, material, personnel, supplies, facilities, transportation and administrative support that are necessary and required to complete the tasks set forth in EXHIBIT "A" and Supplemental Task Authorizations, if any, thereto.

2.13 DUTIES AND OBLIGATIONS IMPOSED ON THE CONSULTANT: The duties and obligations imposed upon the Consultant by this Agreement and the rights and remedies available hereunder to the Town shall be in addition to, and not a limitation of, any which are otherwise imposed or available by law, regulation, ordinance or statute.

2.14 REPRESENTATION OF THE TOWN BY CONSULTANT: Other than as specified in the Scope of Services which is attached to this Agreement as Exhibit "A" or in any duly executed addendum to this Agreement, the Consultant is not authorized to act on the Town's behalf, and shall not act on the Town's behalf. The Town will neither assume nor accept any obligation, commitment, responsibility or liability which may result from representation by the Consultant not specifically provided for and authorized as stated hereinabove.

ARTICLE 3.00 - OBLIGATIONS OF THE TOWN:

3.01 TOWN PROJECT MANAGER: The Town shall promptly provide written notice to Consultant of the name of the Town's PROJECT MANAGER, who, on behalf of the Town, shall provide information, assistance, guidance, coordination, review, approval and acceptance of the professional services, work and materials to be provided and performed by the Consultant pursuant to this Agreement and any addenda hereto. The PROJECT MANAGER is not authorized to, and shall not issue any verbal or written request or instruction to the Consultant that would have the effect or be interpreted to have the effect, of modifying or changing in any way whatever the: (1) Scope of Services to be provided and performed by the Consultant; (2) the time the Consultant is obligated to commence and complete all such services; and (3) the amount of compensation the Town is obligated or committed to pay the Consultant.

3.02 AVAILABILITY OF TOWN INFORMATION

(1) **PROJECT GUIDELINES AND CRITERIA:** Guidelines to the Consultant regarding requirements the Town has established or suggests relative to the Project, including, but not limited to such items as: goals, objectives, constraints, and any special financial, budgeting, space, site, operational, equipment, technical, construction,

time and scheduling criteria, are set forth in EXHIBIT "E", entitled "PROJECT GUIDELINES AND CRITERIA", which is attached hereto and incorporated herein by reference.

(2) TOWN TO PROVIDE PERTINENT REFERENCE MATERIAL: At the Consultant's request, the Town agrees to provide to the Consultant, at no cost to the Consultant, all pertinent information known to be available to the Town to assist the Consultant in providing and performing the required professional services. Such information may include, but not be limited to: previous reports; plans, drawings and specifications; maps; property, boundary, easement, right-of-way, topographic, reference monuments, control points, plats and related survey data; data prepared or services furnished by others to the Town such as sub-surface investigations, laboratory tests, inspections of natural and man-made materials, property appraisals, studies, designs and reports.

ARTICLE 4.00 - COMPENSATION AND METHOD OF PAYMENT:

4.01 BASIC SERVICES: The Town shall pay the Consultant for all requested and authorized Basic Services rendered hereunder by the Consultant and completed in accordance with the requirements, provisions, and/or terms hereof and accepted by the Town. Such payment shall be as set forth in EXHIBIT "B", entitled "COMPENSATION AND METHOD OF PAYMENT", which is attached hereto and incorporated herein by reference.

4.02 ADDITIONAL SERVICES: The Town shall pay the Consultant for all such Additional Services as have been requested and authorized by the Town and agreed to, in writing, by both parties hereto, which have been rendered as Additional Services by the Consultant and completed in accordance with the requirements, provisions, and/or terms of this Agreement and accepted by the Town. Such payment shall be made as set forth under "ADDITIONAL SERVICES" in EXHIBIT "B".

4.03 LUMP SUM AND NOT-TO-EXCEED PAYMENTS:

(1) LUMP SUM FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a Lump Sum Fee ("L.S.") basis, it shall include all direct and indirect labor costs, personnel-related costs, overhead and administrative costs, costs of Sub consultant(s) and/or Subcontractor(s), out-of-pocket expenses and costs, professional service fee(s) and any other costs or expenses which may pertain to the services and/or work to be performed, provided and/or furnished by the Consultant, as may be required and/or necessary to complete each and every task set forth in this Agreement and/or any Addenda hereto.

(2) NOT-TO-EXCEED FEE(S): When the Consultant's compensation hereunder (including any Addenda) is established on a NOT-TO-EXCEED ("N.T.E.") amount basis, it shall mean:

- For the actual hours necessary, required and expended by the Consultant's professional and technical personnel, multiplied by the applicable hourly rates for each classification or position as set forth in Attachment No. 1 to EXHIBIT "B" to this Agreement; and
- For actual necessary, required and expended non-personnel reimbursable expenses and costs, multiplied by the applicable "Basis of Charges" for each item as set forth in Attachment No. 2 to EXHIBIT "B" to this Agreement and any Supplemental Task Authorizations and
- For actual, necessary and required hours, and non-personnel expenses and costs, expended by Sub-consultants and Subcontractors engaged by the Consultant, multiplied by such hourly rates and unit costs as are agreed to by the Town and the Consultant and as are set forth as a part of this Agreement and any Supplemental Task Authorizations thereto; and
- Any payment hereunder is subject to the Consultant presenting an itemized and detailed invoice with appropriate supporting documentation attached thereto to show evidence satisfactory to the Town covering all such costs and expenses; and
- The Consultant's invoices and all payments to be made for all N.T.E. amounts shall be subject to the review, acceptance and approval of the Town; and
- When the Consultant's compensation is established on a N.T.E. basis for a specific Task(s), the total amount of compensation to be paid to the Consultant to cover all personnel costs, non-personnel reimbursable

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expenses and costs, and Sub consultant and Subcontractor costs for any such specific Task(s) shall not exceed the amount of the total N.T.E. compensation established and agreed to for each specific Task(s).

- If the amount of compensation for any Task(s) which the Consultant is entitled on the N.T.E. basis set forth above is determined to be necessary, required and actually expended and is determined to be actually less than the N.T.E. amount established for the specific Task, any unexpended amount under a specific Task may not be used, applied, transferred, invoiced or paid for services or work provided or performed on any other Task(s).

4.04 METHOD OF PAYMENT:

(1) MONTHLY STATEMENTS: The Consultant shall submit no more than one invoice statement to the Town each calendar month, covering services rendered during the preceding calendar month. The Consultant's invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or Supplemental Task Authorization(s) hereunder. The Consultant's invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement, or in Supplemental Task Authorization(s) hereunder.

(2) PAYMENT FOR SERVICES PERFORMED: The Town shall pay the Consultant for services performed using either of the following methods, or using a combination thereof:

(A) The Town shall pay the Consultant on the basis of services completed, for tasks set forth in EXHIBITS "A" and "B", as evidenced by work products such as reports, drawings, specifications, etc., submitted by the Consultant and accepted by the Town. No payments shall be made for Consultant's Work-in-Progress until service items for which payment amounts have been established and set forth in this Agreement have been completed by the Consultant and accepted by the Town. Whenever an invoice statement covers services for which no work product is required to be furnished by the Consultant to the Town, the Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(B) The Town shall pay the Consultant for services performed for tasks set forth in EXHIBITS "A" and "B" on the basis of an invoice statement covering Consultant's Work-in-Progress, expressed as a percentage of the total cost of the service and/or work required for each task invoiced in this manner. All such Work-in-Progress percentages (WIPP) are subject to the review and approval of the Town. The decision of the Town shall be final as to the Work-in-Progress percentages paid. Payment by the Town for tasks on a Work-in-Progress percentage basis shall not be deemed or interpreted in any way to constitute an approval or acceptance by the Town of any such service or Work-in-Progress. The Consultant shall be responsible for correcting, re-doing, modifying or otherwise completing the services and work required for each task before receiving final, full payment whether or not previous Work-in-Progress payments have been made. All tasks to be paid for on a Work-in-Progress percentage basis shall be agreed to by both parties to the Agreement and each task to be paid in this manner shall be identified in EXHIBIT "B" with the notation (WIPP). Only tasks so identified will be paid on a Work-in-Progress percentage basis. The Town reserves the right to retain ten percent (10%) of the amount invoiced until such service requirements are fully completed.

(3) PAYMENT SCHEDULE: The Town shall issue payment to the Consultant within thirty (30) calendar days after receipt of an invoice statement from the Consultant in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Town object or take exception to the amount of any Consultant's invoice statement, the Town shall notify the Consultant of such objection or exception within the thirty (30) calendar day payment period set forth in this subparagraph. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the Town shall withhold the disputed amount and make payment to the Consultant of the amount not in dispute. Payment of any disputed amount, or adjustments thereto, shall be made within thirty (30) calendar days of the date such disputed amount is resolved by mutual agreement of the parties to this Agreement.

4.05 PAYMENT IF SERVICES ARE TERMINATED AT CONVENIENCE OF THE TOWN:

If this Agreement is terminated at the convenience of the Town and not at the fault of the Consultant, the Town shall compensate the Consultant only for services performed prior to the effective date of termination and reimbursable expenses then due including project drawings, plans, data, and other project documents.

4.06 PAYMENT WHEN SERVICES ARE SUSPENDED: If the Town suspends the Consultant's services and work on all or part of the services required be providing and performing by the Consultant pursuant to this Agreement, the Town shall compensate the Consultant only for the services performed prior to the effective date of suspension and reimbursable expenses then due.

4.07 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE: If the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased by the Town and/or are modified by the subsequent issuance of Supplemental Task Authorization(s), other than receiving the compensation set forth in Sub Articles 4.05 and 4.06, the Consultant shall not be entitled to receive compensation for anticipated professional fees, profit, mobilization costs, general and administrative overhead expenses or for any other anticipated or unanticipated income or expense which may be associated with the services terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.00 - TIME AND SCHEDULE OF PERFORMANCE:

5.01 NOTICE TO PROCEED: Following the execution of this Agreement by both parties, and after the Consultant has complied with the insurance requirements set forth hereinafter, the Town shall issue the Consultant a written Notice to Proceed. Following the issuance of such Notice to Proceed, the Consultant shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion. A separate Notice to Proceed shall be issued for each Project requested by the Town hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement by _____ as defined for completion of the various phases and/or tasks of each individual project as set forth and described in this Agreement, and specifically as set forth in EXHIBIT "C", entitled "Time and Schedule of Performance", which EXHIBIT "C" is attached hereto and hereby incorporated by reference.

Should the Consultant be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the Consultant, or its Sub consultant(s) and/or Subcontractor(s), and not due to their fault or neglect, the Consultant shall notify the Town, in writing, within two (2) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the Consultant's time of performance. Upon receipt of the Consultant's request for an extension of time, the Town shall grant the extension if the Town determines the delay(s) encountered by the Consultant, or its Sub consultant(s) and/or Subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect, in the Town's sole judgment.

5.03 CONSULTANT WORK SCHEDULE: The Consultant shall be required as a condition of this Agreement to prepare and submit to the Town, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a Consultant's Work Schedule for each project. The Work Schedule shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work requiring completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the Consultant's planned and actual work progress can be readily determined. The Consultant's Work Schedule of planned and actual work progress shall be updated and submitted by the Consultant to the Town on a monthly basis or as otherwise indicated by the Town in writing.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER: Should the Consultant fail to commence, provide,

perform and/or complete any of the services and work required hereunder in a timely and diligent manner, the Town may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the Town at its option, may, upon written notice to the Consultant, withhold any or all payments due and owing to the Consultant, not to exceed the amount of the compensation for the work in dispute, until such time as the Consultant resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements set forth in this Agreement, or any Supplemental Task Authorization(s) hereto. The termination rights specified in this sub-paragraph are in addition to any termination rights set forth elsewhere herein.

ARTICLE 6.00 - SECURING AGREEMENT:

The Consultant warrants that the Consultant has not employed or retained any company or person other than a bona fide, regular, full time employee working for the Consultant to solicit or secure this Agreement and that the Consultant has not paid or agreed to pay any person, company, corporation individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.00 - CONFLICT OF INTEREST:

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The Consultant further agrees that no person having any such interest shall be employed or engaged by the Consultant for said performance.

If Consultant, for itself and on behalf of its Sub-consultants and Subcontractors, is about to engage in representing another client, which it in good faith believes could result in a conflict of interest with the work being performed by Consultant or such Sub consultant or Subcontractor under this Agreement, then it will promptly bring such potential conflict of interest to the Town's attention, in writing. The Town will advise the Consultant, in writing, within ten (10) calendar days as to the period of time required by the Town to determine if such a conflict of interest exists. If the Town determines that there is a conflict of interest, Consultant or such Sub consultant shall decline the representation upon written notice by the Town.

If the Town determines that there is not such conflict of interest, then the Town shall give its written consent to such representation. If the Consultant or Sub consultant accepts such a representation without obtaining the Town's prior written consent, and if the Town subsequently determines that there is a conflict of interest between such representation and the work being performed by Consultant or such Sub consultant under this Agreement, then the Consultant or such Sub consultant agrees to promptly terminate such representation. Consultant shall require each of such Sub consultants to comply with the provisions of this Section. Should the Consultant fail to advise or notify the Town as provided hereinabove of representation which could, or does, result in a conflict of interest, or should the Consultant fail to discontinue such representation, the Town may consider such failure as justifiable cause to terminate this Agreement.

ARTICLE 8.00 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS:

The Consultant shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of Consultant with a third party; or (2) the disestablishment of the Consultant's professional practice and the establishment of a successor consultant, or consulting organization. The Consultant shall not subcontract any of its service obligations hereunder to third parties, except as otherwise authorized in this Agreement, without prior written approval of the Town. The Consultant shall have the right, subject to the Town's prior written approval, to employ other persons and/or firms to serve as Sub consultants and/or Subcontractors to Consultant in connection with Consultant providing and performing services and work pursuant to the requirements of this Agreement. The Town shall have the right and be entitled to withhold such approval.

In providing and performing the services and work required pursuant to this Agreement, Consultant intends to

engage the assistance of the Sub consultant(s) and/or Subcontractor(s) set forth in EXHIBIT "D", entitled "CONSULTANT'S ASSOCIATED SUB-CONSULTANTS AND SUBCONTRACTORS."

ARTICLE 9.00 - APPLICABLE LAW:

Unless otherwise specified, this Agreement shall be governed by the applicable ordinances, laws, rules, and regulations of the Town of Fort Myers Beach, Lee County, Florida, and the State of Florida. It shall be governed by the laws, rules, and regulations of the United States when the Consultant is providing services funded by the United States government.

ARTICLE 10.00 - LITIGATION:

The venue for any litigation arising from this Agreement shall be Lee County, Florida. The prevailing party in any litigation arising out of this Agreement is entitled to recover reasonable attorney's fees from the non-prevailing party.

ARTICLE 11.00 - COVENANTS AGAINST DISCRIMINATION:

The Consultant for itself, its successors in interest, and assigns as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to Town hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. The Consultant shall comply with state laws in the hiring of sub consultants.

ARTICLE 12.00 - WAIVER OF BREACH:

Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 13.00 - OWNERSHIP OF DOCUMENTS:

All documents such as drawings, tracings, notes, computer files, photographs, plans, specifications, maps, evaluations, reports and other records and data relating to this project, other than working papers, specifically prepared or developed by the Consultant under this Agreement shall be property of the Consultant until the Consultant has been paid for providing and performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, or upon the issuance by the Town of written Supplemental Task Authorization(s) deleting all or portions of the scope of services or task(s) to be provided or performed by the Consultant, all of the above documents, to the extent requested in writing by the Town, shall be delivered by the Consultant to the Town within seven (7) calendar days of the Town making such a request. If the Town gives the Consultant a written Notice of Termination of all or part of the services or work required, or upon the issuance to the Consultant by the Town of a written Supplemental Task Authorization deleting all or part of the services or work required, the Consultant shall deliver to the Town the requested documents as set forth hereinabove, with the mutual understanding and commitment by the Town that compensation earned or owing to the Consultant for services or work provided or performed by the Consultant prior to the effective date of any such termination or deletion will be paid to the Consultant within thirty (30) calendar days of the date of issuance of the Notice of Termination or Supplemental Task Authorization.

The Consultant, at its expense, may make and retain copies of all documents delivered to the Town for reference and internal use. The Consultant shall not, and agrees not to use any of these documents, and data and information contained therein on any other project or for any other client without the prior express written permission of the Town.

Any use by the Town of said documents, and data and information contained therein, obtained by the Town hereunder for any purpose not within the scope of this Agreement shall be at the risk of the Town, and without liability to the Consultant.

ARTICLE 14.00 - MAINTENANCE OF RECORDS:

The Consultant will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed hereunder. Said records and documentation will be retained by the Consultant for a minimum of five (5) years from the date of termination of this Agreement.

The Town and its authorized agents shall have the right to audit, inspect and copy all such records and documentation as often as the Town deems necessary during this Agreement, and during the period of five (5) years thereafter. Such activity shall be conducted only during normal business hours and at the expense of the Town. To the extent permitted by law, the Town shall retain all such records as confidential.

ARTICLE 15.00 - TERMINATION:

This Agreement may be terminated by the Town without cause and/or at its convenience, or due to the fault of the Consultant, by the Town giving thirty (30) days' written notice to the Consultant. If the Consultant is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the Consultant or for any of its property; if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if it disregards the authority of the Town's designated representatives; if it otherwise violates any provisions of this Agreement; or for any other just cause, the Town may, without prejudice to any other right or remedy, terminate this Agreement.

In addition to the Town's contractual right to terminate this Agreement in its entirety as set forth above, the Town may also, at its convenience, stop, suspend, supplement or otherwise change all, or any part of, the Scope of Professional Services as set forth in EXHIBIT "A", or the Project Guidelines and Criteria as set forth in EXHIBIT "E", or as such may be established or modified by a Supplemental Task Authorization. The Town shall provide written notice to the Consultant in order to implement a stoppage, suspension, supplement or change.

The Consultant may request that this Agreement be terminated by submitting a written notice to the Town dated not less than sixty (60) calendar days prior to the requested termination date and stating the reason(s) for such a request. However, the Town reserves the right to accept or not accept the termination request submitted by the Consultant, and no such termination request submitted by the Consultant shall become effective unless and until Consultant is notified, in writing, by the Town of its acceptance.

Upon termination, the Consultant shall deliver to the Town all papers, drawings, models, and other material in which the Town has exclusive rights by virtue hereof or of any business done, or services or work performed or provided by the Consultant on behalf of the Town.

ARTICLE 16.00 - MODIFICATION AND AMENDMENTS:

Modifications and amendments to the covenants, terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or written contract amendment, executed by both parties. In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s), the latest executed Supplemental Task Authorization(s) shall take precedence.

In the event the Town issues a purchase order, memorandum, letter, or other instruments covering the professional services, work and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that such purchase order, memorandum, letter or other instruments are for the Town's internal control purposes only, and any terms, provisions and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms and provisions of this Agreement and shall have no force or effect thereon.

No modification, waiver, or termination of the Agreement or of any terms hereof shall impair the rights of either

party.

ARTICLE 17.00 - HEADINGS:

The Headings of the Articles, Sections, Exhibits, Attachments, Phases or Tasks herein are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Sections, Exhibits, Attachments, Phases or Tasks.

ARTICLE 18.00 - ENTIRE AGREEMENT:

This Agreement, including referenced Exhibits and Attachments hereto, constitute the entire Agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect on this Agreement.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services", dated _____, 2012.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment", dated _____, 2012.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance", dated _____, 2012.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub- Consultant(s) and Subcontractor(s)", dated _____, 2012.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated _____, 2012.
- (6) EXHIBIT "F" entitled "Truth in Negotiation Certificate", dated _____, 2012.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) EXHIBIT "H" entitled "Amendment to Articles", dated _____, 2012.
- (9) EXHIBIT "I" entitled "Public Entity Crime Affidavit", dated _____, 2012.
- (10) EXHIBIT "J" entitled "Affidavit Certification Immigration Laws", dated _____, 2012.
- (11) EXHIBIT "K" entitled "Affidavit of Confidentiality", dated _____, 2012.

ARTICLE 19.00 - NOTICES AND ADDRESS OF RECORD:

19.01 NOTICES BY CONSULTANT TO TOWN:

All notices hereunder from the Consultant to the Town shall be in writing and shall be given by US first class mail service, postage prepaid, addressed to: Town of Fort Myers Beach, 2523 Estero Boulevard, Fort Myers Beach, Florida 33931

19.02 NOTICES BY TOWN TO CONSULTANT:

All notices hereunder from the Town to the Consultant shall be in writing and shall be given by U.S. first class mail service, postage prepaid, addressed to:

(Consultant's Business Name)

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TOWN OF FORT MYERS BEACH
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(Street/ P.O. Box)

(City) (State) (Zip Code)

Telephone Number: _____

Fax Number: _____

ATTENTION: _____
Project Director

19.03 CHANGE OF ADDRESS OF RECORD:

Either party may change its address of record by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 20.00 - ACCEPTANCE: Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the hereinabove named parties in the space provided hereinafter and being attested and witnessed as indicated.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the day and year first written above.

TOWN OF FORT MYERS BEACH

ATTEST:

By: _____
Larry Kiker, Mayor

By: _____
Michelle Mayher, Town Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Fowler, White, Boggs

PROVIDER: _____
Printed name of organization

BY: _____
Signature

Witness Signature

Printed name of person signing

Printed name of Witness

Title (printed)

EXHIBIT A - SCOPE OF PROFESSIONAL SERVICES

**Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD**

TYPES OF WORK

The following is a list of the Types of Work the Town of Fort Myers Beach may require. Each Type of Work states the minimum requirements to be met in order to be qualified by the Town of Fort Myers Beach.

The Consultant shall demonstrate substantial experience in the following areas:

1. Ability to review historical reports, studies, visions and master plans for the area and providing a summary report to Town Council;
2. Experience working with Traffic Consultants to identify solutions and opportunities for complex infill redevelopment issues with constrained traffic facilities;
3. Experience with Mixed-Use Development in tourism destination communities;
4. Experience developing multi-modal transportation solutions;
5. Experience developing parking solutions in congested corridors;
6. Substantial experience in redevelopment visioning;
7. Experience analyzing redevelopment options and alternatives, including potential acquisitions and public/private joint ventures;
8. Experience identifying and evaluating potential area(s) for zoning overlay district(s);
9. Experience identifying and evaluating areas for inclusion in a potential CRA Boundary;
10. Experience conducting a Finding of Necessity for a prospective CRA areas; and,
11. Experience preparing a CRA Master Plans.

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT

Date _____, 2012

**Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD**

Section 1. BASIC SERVICES/TASK(S)

The TOWN shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 4.04(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
	To be negotiated through each Supplemental Task Authorization issued.			
TOTAL				

(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The TOWN shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the TOWN shall be as set forth in Article 4 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto dated _____, 2012, entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto dated _____, 2012, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**ATTACHMENT NO. 1 TO EXHIBIT B
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD**

Date: _____, 2012

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

Consultant or Sub-consultant Name (A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Standard Rate Schedule Attached			

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.
**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative & overhead costs, and profit.
***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

EXHIBIT C – TIME AND SCHEDULE OF PERFORMANCE
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD

Date: _____, 2012

This EXHIBIT “C” establishes a total time for completion, detailed by times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT “A”	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	Shall be negotiated through each Supplemental Task Authorization issued.		

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD**

Date: _____, 2012

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

CONSULTANT has identified the following Sub Consultant(s) and/or Subcontractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:
(IF none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm				Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
					Yes	No

EXHIBIT E - PROJECT GUIDELINES AND CRITERIA
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD

Date: _____, 2012

The Town has established the following Guidelines, Criteria, Goals, Objectives, Schedule, Budget and/or Requirements which shall serve as a guide to the Consultant in performing the professional services and work to be provided pursuant to this Agreement:

Item No. 1

Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

Item No. 3

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

Item No. 4

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

Item No. 5

This Contract Document does not entitle any firm to exclusive rights to Town contracts. The Town reserves the right to perform any and all required work in house, through another firm, and/or by any means it so desires. The Consultant may be requested to complete portions of certain tasks in coordination with the Town and/or other Consultants under contract with the Town.

Item No. 6

In reference to Attachment No. 2 to Exhibit "B" of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensational.

Item No. 7

Town reserves the right to add or delete, at any time, any or all tasks or services associated with this agreement.

The Consultant's services may be retained for any of the tasks separately or all of the tasks collectively. The Town and the Consultant will mutually establish the specific scope of work, which will serve as the basis for the Supplemental Task Authorization (STA) and will be based on the specifics and parameters relating to the issue or concern under study.

Item No. 8

Town shall have the right to use the documents on any Town project without the Consultant's authorization. All documents created, prepared and presented under this Agreement may be used by the Town in connection with any public offering; borrowing or other financing arrangements. The Consultant shall have the right to retain copies of all such materials.

EXHIBIT F - TRUTH IN NEGOTIATION CERTIFICATE
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD

DATE: _____, 2012

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Town of Fort Myers Beach for the project known as:
Ongoing Miscellaneous Professional Land Planning Services

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 2.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the Town and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONSULTANT, doing business as:

BY: _____

TITLE: _____

The foregoing instrument was signed and acknowledged before me this ____ day of _____, 2012, by _____ who has produced _____ as identification
(Print or Type Name) (Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

EXHIBIT "G": INSURANCE

FOR THE PROJECT KNOWN AS:
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD

Section One. Insurance Coverage's to Be Obtained

(1) The Consultant shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by general personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property, including loss of use resulting there from; any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations are performed by the Consultant, its employees, or by any Sub consultant(s), Subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

(3) The Consultant, throughout the time this Agreement is in effect, shall require and ensure that any and all of its Sub-consultants and/or Sub-Contractors obtain, have, and maintain the insurance coverages required by law to be provided.

(4) The Consultant shall obtain, have and maintain during the entire period of this Agreement all such insurance policies as are set forth and required herein.

(5) In the event that the Consultant engages Sub-consultants or Sub-Contractors to assist the Consultant in providing or performing services or work pursuant to the requirements of this Agreement, the insurance coverages required under this Article to be provided by the Consultant shall cover all of the services or work to be provided or performed by all of the Sub consultants or Subcontractors engaged by the Consultant. However, in the event the services or work of Sub consultants or Sub-Contractors engaged by the Consultant is not covered by the Consultant's insurance policy or policies, it shall be the responsibility of the Consultant to ensure that all Sub-consultants or Sub-Contractors have fully complied with the Town insurance requirements for: (1) Worker's Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability as required and set forth in this Exhibit.

The services or work to be provided or performed by the following Sub-consultant(s) or Sub-Contractor(s) identified elsewhere in this agreement are exempted and excluded from the Professional Liability insurance coverage requirements set forth in this Agreement:

Service and/or work to be
Provided and/or Performed

Indicate Name of
Individual or Firm

(If none, enter the word "none" in the space above.)

REQUEST FOR QUALIFICATIONS
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(6) The insurance coverage to be obtained by the Consultant or by Sub-consultants or Sub-Contractors engaged by the Consultant, as set forth in this Article for: (1) Workers' Compensation; (2) Comprehensive General Liability; (3) Comprehensive Automobile Liability; and (4) Professional Liability is understood and agreed to cover any and all of the services or work set forth in this Agreement and all subsequent Supplemental Task Authorization(s). In the event the Town shall execute and issue written Supplemental Task Authorization(s) authorizing the Consultant to provide or perform services or work in addition to those set forth in this Agreement, it is agreed that the Town has the right to change the amount of insurance coverages required to cover the additional services or work. If the additional insurance coverages established exceeds the amount of insurance coverage carried by the Consultant, the compensation established for the Supplemental Task Authorization(s) shall include consideration of any increased premium cost incurred by the Consultant to obtain same.

Section Two. Consultant Required to File Insurance Certificate(s)

(1) The Consultant shall submit to the Town's RISK MANAGEMENT DIVISION all insurance certificates which are required under this Agreement for review and approval with respect to compliance with the insurance requirements. After approval by the RISK MANAGER, the Town will execute this Agreement and issue a written Notice to Proceed. The Consultant may then commence with any service or work pursuant to the requirements of this Agreement. All such Insurance Certificates shall be attached to this Agreement at the end of this EXHIBIT "G" and are hereby incorporated by reference thereto.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the Town and licensed in the State of Florida.

(3) Each Certificate of Insurance submitted to the Town shall be an original and shall be executed by an authorized representative of the insurance company affording coverage.

(4) Each Certificate of Insurance shall be addressed to the TOWN OF FORT MYERS BEACH, ATTN: TOWN MANAGER, at the address listed at the beginning of this Agreement.

(5) Each Certificate of Insurance shall specifically include all of the following:

(A) The name and type of policy and coverages provided; and

(B) The amount or limit applicable to each coverage provided and the deductible amount, if any, applicable to each type of insurance coverage being provided; and

(C) The date of expiration of coverage; and

(D) The designation of the TOWN OF FORT MYERS BEACH both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

(E) A specific reference to this Agreement and the Project to which it pertains. (This requirement may be excepted for Professional Liability Insurance).

In the event the Consultant has, or expects to enter into an agreement for professional services with the Town in addition to those provided for in this Agreement, the Consultant may elect, in the alternative, to submit a certificate of insurance containing the following statement:

"This policy covers the services or work provided or performed by the Named Insured for any and all projects undertaken for the Town of Fort Myers Beach, pursuant to one or more written Professional Services Agreements, or written Supplemental Task Authorizations thereto, and the limit(s) of liability shown shall not be intended or construed as applying to only one project."

Upon receipt and approval of such a certificate of insurance, the Town will administer the insurance required for all such agreements utilizing the single "multi-project" certificate of insurance and a separate certificate of insurance will not be required for each separate agreement.

(F) The following clause must appear on the Certificate of Insurance:

"Cancellation - Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the Certificate Holder named."

(G) A statement indicating any services or work included in or required under this Agreement that is specifically excluded or exempted from coverage under the provisions, terms, conditions or endorsements of the Consultant's insurance policy(s). A statement which indicates any and all deductible amounts applicable to each type of insurance coverage required. In the absence of any such statements, the Town will proceed with the understanding, stipulation and condition that there are no deductible amount(s), or exclusions or exemptions to the insurance coverage(s) provided.

(6) Each Certificate of Insurance shall be issued by an insurance agent and/or agency duly authorized to do so by and on behalf of the insurance company affording the insurance coverage(s) indicated on each Certificate of Insurance.

(7) If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the work or termination of this Agreement, the Consultant shall furnish to the Town renewal or replacement Certificate(s) of Insurance, or Certified Binder(s), not later than fifteen (15) calendar days prior to the date of their expiration. Failure of the Consultant to provide the Town with such renewal certificate(s) shall be considered justification for the Town to terminate this Agreement.

(8) If any of the insurance coverage(s) required by this Agreement shall reach the date of expiration indicated on the approved Certificate(s) of Insurance without the Town having received satisfactory evidence of renewal or replacement, the Consultant shall automatically and without further notice stop performing all previously authorized services and work. During any time period that the Consultant's services or work is suspended for failure to comply with the insurance requirements set forth in the Agreement, the Consultant shall not be entitled to any additional compensation or time to provide and perform the required services or work and the Town shall not be required to make payment on any invoices submitted by the Consultant. Upon receipt and approval of renewal or replacement Certificates of Insurance, payment for any such invoices shall be made promptly by the Town.

Section Three. Insurance Coverages Required

The Consultant shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) WORKERS' COMPENSATION

Coverage to comply for all employees for statutory limits in compliance with the applicable State and Federal laws. In addition, the policy must include the following:

(A) Employer's Liability with a minimum limit per accident in accordance with statutory requirements, or a minimum limit of \$500,000 for each accident, whichever limit is greater.

(B) Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the Town with thirty (30) days prior written notice of cancellation and/or restriction.

(2) COMMERCIAL GENERAL LIABILITY

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Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(C) Such additional requirements as are set forth in the Agreement above.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

(A) Minimum limits of \$1,000,000 per person and \$1,000,000 per accident for Bodily Injury Liability and a minimum limit of \$1,000,000 for Property Damage Liability, or a minimum combined single limit of \$1,000,000.

(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(C) Such additional requirements as are set forth in the Agreement above.

(4) PROFESSIONAL LIABILITY

Coverage must include the following:

(A) A minimum aggregate limit of \$1,000,000.00.

(B) Such additional requirements as are set forth in the Agreement above.

(C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the Town shall hold the Consultant responsible and liable for any such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the Consultant shall be required to provide written documentation that is acceptable to the Town establishing that the Consultant has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

**EXHIBIT H - AMENDMENT TO ARTICLES
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD**

Date: _____

For amending (i.e., changing, deleting from or adding to) the articles.

(NOTE: Each Article to be amended should be set forth below and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

AMENDMENT NO.

ARTICLE No. ___ is hereby amended as follows:

EXHIBIT I - PUBLIC ENTITY CRIME AFFIDAVIT

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(print name of public entity)

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(If the entity has no FEIN, include the Social Security Number of individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.233(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid, proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.233 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133 (1) (a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate

5. I understand that a "person" as defined in Paragraph 287.133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

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6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, **FLORIDA STATUTES** FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

OR Produced Identification _____

Notary Public – State of _____

(Type of Identification)

My Commission expires _____

(Printed typed or stamped

commissioned name of notary public)

(Rev. 3/20/07)

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: _____, 2012

TOWN OF FORT MYERS BEACH WILL NOT INTENTIONALLY AWARD TOWN CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT (“INA”).

TOWN OF FORT MYERS BEACH SHALL CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

PROVIDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

(Signature) (Title) (Date)

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. TOWN OF FORT MYERS BEACH RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.

**EXHIBIT K – AFFIDAVIT OF CONFIDENTIALITY
FOR THE PROJECT ENTITLED:
Ongoing Miscellaneous Professional Land Planning Services
RFQ-12-09-CD**

Date: _____, 2012

I, the undersigned, _____, am an employee of _____, the Town's provider of technical support services, and serve as a member of the Technical Support Service team for the Town of Fort Myer Beach.

This is to certify that I have been informed of the Town's policy on disclosure of information, and agree to not use, disclose, or share Town information in any way, except for as directed by the Town Manager or his/her designee. I agree to use my best efforts to prevent and protect information, or any part thereof, from disclosure to any person other than the intended recipient, who is required to receive said information.

Signature

Date



ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 1

CONTRACT/PROJECT NAME: Ongoing Miscellaneous Professional Land Planning Services (RFQ 12-09-CD)

DATE OF ISSUE: August 10, 2012

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

The following inquiries were received regarding the above referenced RFQ:

Q. *Is the "On-going Miscellaneous Professional Land Planning Services" RFQ only for the "Downtown RFQ" or is the "Downtown RFQ" only the first task assignment?*

A. **The "Ongoing Miscellaneous Professional Land Planning Services" RFQ is exclusive to the "Downtown" area. The scope of the project includes land planning service tasks for the "Downtown" area only.**

Q. *Can you clarify Item K on page 2, especially the language, "exclusive of those identified above." Can you clarify and explain if there is a relation to Item F?*

A. **Item K is directly related to Item F on page 2 of the RFQ. The references used in Item K should be different than the clients used in Item F.**

Q. *In regards to this contract, could you please advise as to whether or not a Pre-bid meeting will be held?*

A. **A Pre-bid meeting will not be held.**

Q. *Have the selection committee for the RFQ been established yet? And if so, would it be possible to have a list of who will be a part of this committee?*

A. **In regards to the Selection Committee, our "Purchasing of Goods and Services Ordinance" reads as follows:**

"The Selection Advisory Committee is hereby established for the purpose of evaluating firms who express interest in contracting with the City for consultant services on a project. The Selection Advisory Committee may consist of: the Town Manager, the Finance Director, the Public Works Director or his/her designee, and the Community Development Director or his/her designee. All meetings of the Selection Advisory Committee shall



be open to the public and notices containing the date, time, place and purpose of all Selection Advisory Committee meetings shall be conspicuously posted in Town Hall. All minutes of the meetings of the Selection Advisory Committee shall be promptly recorded and such records shall be open to public inspection.”

- Q.** *In the Response Procedure on page 2 of 39, Letter M asks for a Public Entity Crimes Form. There are other forms in the back of the RFQ (for example, Truth in Negotiation Certificate Form, Affidavit Certificate Immigration Laws Form, etc.)*

Are those forms just part of the service agreement for our review or do we need to submit those forms in addition to the Public Entity Crimes Form as part of our submittal package?

- A.** **The forms you are referring to are a part of the Professional Services Agreement the awarded firm would be entered into. These forms are simply for your review. Items A-M on Page 2 is what the bidding firm should reference to submit a full proposal for consideration.**

Please Print _____

Company Name & Phone Number

Derek Bargmann
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116



ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 2

CONTRACT/PROJECT NAME: Ongoing Miscellaneous Professional Land Planning Services (RFQ 12-09-CD)

DATE OF ISSUE: August 21, 2012

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

The following inquiries were received regarding the above referenced RFQ:

- Q.** *Are we to assume this work is an expansion of the existing CRA?*
- A.** **The selected Consultant will be expected to advise Staff and Town Council on the status of the existing DRA, including the prospects of expanding boundaries.**
- Q.** *Is the CRA Master Plan to be modifications to the existing plan for any new expansion areas or is it to be an updated plan for the entire existing CRA ALONG WITH any newly expanded areas?*
- A.** **The selected Consultant will be expected to advise Staff and Town Council on the status of the existing DRA, including an assessment of previous planning efforts, as identified in the Potential Scope of Work in the RFQ. As a reminder, here is the Potential Scope of Work from the RFQ, reiterated:**
Potential Scope of Work:

The Consultant will work directly with Town Council and Staff, in identifying scope of work, which may include:

- 1. Reviewing historical reports, studies, visions and master plans for the area and providing a summary report to Town Council;**
- 2. Working with the Towns' Traffic Consultant to identify solutions and opportunities;**
- 3. Evaluating redevelopment options for the Seafarers CPD properties;**
- 4. Evaluating parking solutions and alternatives;**
- 5. Conducting visioning for redevelopment of the Seafarers CPD;**



6. **Advising Town Council on options and alternatives, including potential Town acquisitions of land;**
7. **Identifying and evaluating potential area(s) for zoning overlay district(s);**
8. **Identifying and evaluating areas for inclusion in a potential CRA Boundary;**
9. **Conducting a Finding of Necessity for a prospective CRA area; and/or**
10. **Preparing a CRA Master Plan.**

Q. *It appears from information gathered from the Town's website that the Seafarers CPD is in the existing CRA. Is this correct?*

A. **No, Seafarers CPD is located within the DRA.**

Q. *Is there a map of the existing CRA boundaries and how can we get a copy of it?*

A. **Numerous documents relating to the former CRA and current DRA can be obtained via the following link: <http://www.spikowski.com/beach.htm#Other> Planning Studies.**

Q. *Can you please expand on the level of financial information that you are seeking as part of this submittal?*

A. **As referenced in Item E on page 2, we are seeking the following:
"A copy of the Consultant's financial statement for the preceding fiscal year, as certified by its chief financial officer. This shall be provided in a separate sealed envelope, with proper identification on the outside. It will only be opened by the Town should the Consultant be selected for negotiation."**

Q. *Regarding the clarification of Items F and K, can they both be from the same entity, but different contacts? Whereas one represents a particular project that was managed by someone and the other is someone else in the same organization that had no interest in the project?*

A. **As indicated in Addendum #1, dated August 10, 2012, the Town would prefer exclusivity. So, to rehash my answer in Addendum #1, the references used in Item K should be different than the clients used in Item F.**

Please Print _____

Company Name & Phone Number

Derek Bargmann
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116



ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 3

CONTRACT/PROJECT NAME: Ongoing Miscellaneous Professional Land Planning Services (RFQ 12-09-CD)

DATE OF ISSUE: August 21, 2012

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

The below items have been added to the RFQ.

On page 5 under the "Potential Scope of Work" heading:

11. *Prepare draft revisions to the Land Development Code.*
12. *Assist Staff in the preparation of the Evaluation and Appraisal Report.*

On page 21 under the "Types of Work" heading:

12. *Demonstrated experience in preparing land development codes, specifically zoning district regulations.*
13. *Demonstrated experience preparing Evaluation and Appraisal Reports, including text amendments.*

Please Print _____

Company Name & Phone Number

Derek Bargmann
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116



ADDENDUM TO CONTRACT DOCUMENTS

Addendum No.: 4

CONTRACT/PROJECT NAME: Ongoing Miscellaneous Professional Land Planning Services (RFQ 12-09-CD)

DATE OF ISSUE: August 21, 2012

The following information shall be included in the Contract documents and is hereby made part of the project bidding documents in the form of clarification, addition, deletion or revision to the contract specifications and/or drawings.

The following information has been changed:

On pages 1 and 2 of the RFQ, the received by date has been changed from 3:30 PM on August 24, 2012 to 3:30 PM on August 31, 2012. Thus, the time allotted for bid on this project has been extended an additional week.

Please Print _____

Company Name & Phone Number

Derek Bargmann
Contracts Manager
Town of Fort Myers Beach
2523 Estero Blvd.
Fort Myers Beach, FL 33931
239-765-0202 ext 116

Attachment B



SELECTION ADVISORY COMMITTEE
FORT MYERS BEACH
Town Hall
2523 Estero Boulevard
Fort Myers Beach, Florida
September 21, 2012

AGENDA

2:00 PM

- I. Call to Order**
- II. Approval of Minutes**
 - A. April 12, 2012
- III. Selection and Ranking of Firms for “Ongoing Miscellaneous Professional Land Planning Services RFQ-12-09-CD”. Firms to be evaluated (alphabetical order):**
 - A. Calvin, Giordano & Associates
 - B. Dover, Kohl & Partners
 - C. EnSite, Inc.
 - D. Johnson Engineering
 - E. LaRue Planning & Management Services, Inc.
 - F. Morris Depew
 - G. Tindale-Oliver & Associates, Inc.
- IV. Adjournment**



For special accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

Summary of Staff Scoring

Proposing Firm (listed alphabetically)	Total Points
Calvin, Giordano & Associates	412
Dover, Kohl & Partners	414
EnSite, Inc.	324
Johnson Engineering	421
LaRue Planning & Management	359
Morris Depew	328
Tindale-Oliver & Associates Inc.	394

MINUTES
FORT MYERS BEACH
Selection Advisory Committee

Town Hall – Council Chambers
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Friday, September 21, 2012

I. CALL TO ORDER

Meeting was called to order at 2:03 PM by Mr. Derek Bargmann. Other members present:

Patti Evans
Walter Fluegel
Cathie Lewis
Michelle Mayher
Evelyn Wicks

II. APPROVAL OF MINUTES OF APRIL 12, 2012

Motion: Mr. Fluegel moved to approve the minutes as amended.

Patti Evans noted that she was not present at that meeting; therefore any references to her being in attendance were incorrect.

Seconded by Ms. Lewis;

Vote: Motion passed 5-0.

III. SELECTION AND RANKING OF FIRMS FOR “ONGOING MISCELLANEOUS PROFESSIONAL LAND PLANNING SERVICES RFQ-12-09-CD” FIRMS TO BE EVALUATED (ALPHABETICAL ORDER):

Mr. Bargmann opened discussion of the selection and ranking of firms for “Ongoing Miscellaneous Professional Land Planning Services, RFQ-12-09-CD”. He noted six proposal submittals were received before the deadline and the remaining one was received after the deadline, but it was due to a FEDEX issue.

Ms. Lewis stated she noticed that Ms. Evans scoring was quite different than the other members. Mr. Fluegel thought the scoring appeared skewed due to Ms. Evans scoring. Ms. Wicks questioned how Ms. Evans rankings would impact the overall order of ratings. Mr. Fluegel was also concerned because Ms. Evans #1 firm was everyone else’s #4. Ms. Evans then gave an explanation as to how she determined her scores.

Motion: Ms. Mayher moved to consider the top five scores, eliminating the two lowest and then discuss how to proceed with the remaining five.

Seconded by Mr. Fluegel;

Vote: Motion passed 5-0.

Ms. Mayher noted the following firms would be considered further: Calvin, Giordano & Associates, Dover, Kohl & Partner, Johnson Engineering, Tindale-Oliver & Associates, Inc., and LaRue Planning & Management.

Ms. Mayher asked if everyone wanted to go ahead with presentations, or review the scoring matrix and make a recommendation. Mr. Fluegel thought that due to how Ms. Evans had ranked the firms 1-7 and not quantitatively, as other SAC members appeared to do, it would be best to interview the remaining 5 firms. He indicated they could either rank them 1 through 5 or come up with a qualitative matrix with a standard. Ms. Evans noted that her top five firms were the same as the others.

Ms. Lewis suggested a date for presentations should be set up. She also inquired if the Committee should come up with certain aspects for the presenters to address. Ms. Mayher asked if the Committee was in agreement to go ahead with presentations, and asked Ms. Wicks if she had any comments. Ms. Wicks stated she was fine with presentations and that she felt everything that was submitted was good. Mr. Fluegel and Ms. Evans were in agreement to proceed with presentations. Ms. Mayher indicated they should continue with choosing a date and determining what they would like to be included in the presentations.

Ms. Wicks indicated there should be a time limit for the presentations of thirty minutes. The committee agreed. Mr. Fluegel said he would like to see three of the four criteria that was part of the scoring matrix to be addressed in the presentations: qualifications, similar experience and project approach. Ms. Evans noted the project approach was the area she noticed a lot of difference between the firms. Ms. Mayher felt the understanding and approach should have had a higher weight when scoring. She believes more emphasis should be on the understanding and approach in future RFQ's—qualifications could be subjective but generally were either there or not. Relevance of past projects completed could tie into the understanding and approach category. She agreed with Ms. Evans that the project approach had the largest range of results between firms.

Mr. Fluegel explained how he liked what some of the firms had done on the project approach as he felt some of the firms had put a lot of thought put into it. He noted that this was an ongoing services project that could consist of several projects, including the potential for plan and land development code amendments as well as Sea Farer's projects, which could include the CRA, CRA master plan, and possible overlay of the area. He thought there should be some flexibility in the firms approach and the prior experience and qualifications of staff were also important.

Ms. Evans described how some of the companies have worked with the Town and noted

she felt some of the applicants had made assumptions due to their prior experience with the Town.

Discussion held concerning how over the next three years there could be several projects coming out of this agreement and how a separate approach for each was not needed.

Ms. Mayher wondered what an interview or presentation could do that the application did not. Mr. Fluegel explained that hearing the key personnel's explanation and basing a decision on their presentation and written proposal would assure that the right firm is chosen for the project. Ms. Mayher suggested the Committee come up with questions for the firm to base their presentations on.

Ms. Lewis noted with the types of services proposed, that the chosen firm should have a good fit with the Town staff and good understanding of the Town, due to the involvement that the firms would have with staff as well as the community.

Discussion was held regarding how some firms had distinct experience in certain fields, and that various firms could be used for the different projects.

Mr. Fluegel noted most of the proposals did not address the Flood Plain Management and FEMA issues the Town dealt with. Ms. Lewis advised that based on the scope that was submitted, Mr. Fluegel should pull out topic areas that were important to him and provide them to presenters, so they would know what the Town was looking for in the presentations. Mr. Fluegel noted the parameters in the RFQ and reiterated the topics to be addressed in the presentations should be qualifications, experience and approach.

Concerns were voiced about the large amount of information to be provided in the thirty minutes the firms were going to be given.

Ms. Lewis noted that if anyone else on the Committee had questions, they could be provided to Mr. Bargmann. She noted Mr. Fluegel and Mr. Bargmann could come up with the questions and then provide those to the Committee.

Ms. Mayher questioned if the firms would have 30 minutes for presentation with another 15 for Q and A, or what the groups' consensus was. Mr. Fluegel recommended 20 minutes for presentation and 10 minutes for Q and A. Agreement was reached on allowing 20 minutes for presentation and 10 minutes for Q and A.

Ms. Wicks had stepped out briefly, so Mr. Bargmann gave her an update as to what had transpired in her absence. It was also stated that the committee would like to have a recommendation to present to the Town Council by November if possible.

Discussion was then shifted to which day presentations should be scheduled. Mr. Fluegel suggested having the presentations on Thursday, October 18th from 9:00 AM to 12:00 PM, with the committee reconvening at 1:00 PM to go over their tabulations. Ms. Lewis noted that day wouldn't work for her because of meetings. Ms. Evans said October 17th

would be a better day for her and also noted that she would be out of town the week of October 22nd. Ms. Wicks noted she would be out of town the week of October 15th, but another staff member could sit in on the presentations in her place. SAC members reached agreement that October 17th would be the best day for presentations based on everyone's schedules. Ms. Mayher noted that as long as Council Chambers was available that the board would meet on October 17th to have the five firms provide a 20 minute presentation with a 10 minute Q& A.

Motion: Ms. Mayher moved to schedule the five presentations for Wednesday, October 17th at 9:00 AM; the Contracts Manager would contact the five firms to schedule their time.

Seconded by Ms. Evans;

Vote: Motion passed 5-0.

Consensus was to have Mr. Fluegel and Mr. Bargmann work on the questions to provide to the firms.

IV. ADJOURNMENT

Motion: Mr. Fluegel moved to adjourn.

Seconded by Ms. Mayher;

Vote: Motion passed 5-0.

Meeting adjourned at 2:44 PM.

Adopted 10/16/12 with/without changes. Motion by Ms. Lewis, 2nd Ms. Mayher
(DATE)

Vote: 5-0 Signature: John Bargmann

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POSTED
10/10/12
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SELECTION ADVISORY COMMITTEE
FORT MYERS BEACH
Town Hall
2523 Estero Boulevard
Fort Myers Beach, Florida
October 17, 2012

AGENDA

9:00 AM

- I. Call to Order.
- II. Approval of Minutes.
 - A. September 17, 2012
- III. Presentations, discussion, and recommendation of a firm for "*Ongoing Miscellaneous Professional Land Planning Services: RFQ-12-09-CD*". Presentation schedule:
 - A. **LaRue Planning & Management** 9:00 AM
 - B. **Johnson Engineering** 9:40 AM
 - C. **Tindale-Oliver & Associates, Inc.** 10:20 AM
 - D. **Calvin, Giordano & Associates, Inc.** 11:00 AM
 - E. **Dover, Kohl & Partners** 11:40 AM
- IV. Adjournment.



For special accommodations, please notify the Town Clerk's Office at least 72 hours in advance. (239) 765-0202



Help for the hearing impaired is available through the Assistive Listening System. Receivers can be obtained from the Town Clerk's Office.

In accordance with the Americans with Disabilities Act (ADA), persons needing a special accommodation to participate in the Board's proceedings should contact the Town Clerk's Office not later than three days prior to the proceedings.

Breakdown of Presentation Tally Sheets

Firms (listed in order of SAC rating)	Overall Points
Calvin, Giordano & Associates	23
Tindale-Oliver & Associates Inc.	19
LaRue Planning & Management	13
Dover, Kohl & Partners	10
Johnson Engineering	10

MINUTES
FORT MYERS BEACH
Selection Advisory Committee

Town Hall – Council Chambers
2523 Estero Boulevard
Fort Myers Beach, FL 33931

Wednesday, October 17, 2012

I. CALL TO ORDER

Meeting was called to order at 9:06 AM by Mr. Derek Bargmann. Other members present:

Patti Evans
Walter Fluegel
Cathie Lewis
Michelle Mayher
Lisa Kolar

II. APPROVAL OF MINUTES OF SEPTEMBER 21, 2012

Motion: Mr. Lewis moved to approve the minutes as presented.

Seconded by Ms. Mayher;

Vote: Motion passed unanimously

III. Presentations, discussion, and recommendation of a firm for “Ongoing Miscellaneous Professional Land Planning Services RFQ-12-09-CD”.

LaRue Planning & Management provided their presentation.

Mr. Fluegel questioned how their firm would approach amending the Town’s Land Development Code so that it would be friendlier for small parcels that cannot carry high cost structures.

Mr. LaRue noted when they had worked with Bonita Springs they were hired as planners to develop as much as they could with the stand alone development code. He stated they had also created the overlay for the North Fort Myers area. He stated two years ago he did not believe the form base code would have been a positive approach, but it did allow you to develop with smaller lots.

Mr. Fluegel noted Estero Boulevard was a complex issue, he questioned if there was a relationship between the land use and transportation. He wanted to know if there were areas in the Comp Plan and Land Development Code that increased the relationship between land use and transportation.

Mr. Bredall stated it was important. He noted the codes in place would help with transportation. He stated you first had to get a feel of what was real compared to what was perceived, and then come up with alternative.

Mr. LaRue stated intensity of land use was not always bad.

Ms. Lewis noted the presentation referenced often times that on the beach it was hard to reach consensus with residents and wanted to know how their firm would handle that.

Mr. LaRue stated they knew where they needed to concentrate on. He noted how they knew the Town's Comp Plan and also had some history with the Town and would utilize that as well as visuals with the residents to help them understand.

Ms. Lewis also inquired about the realignment of the V zones.

Mr. McCormick stated it was a FEMA process; he also mentioned FEMA was a technical, not political process. He stated you had to show the lines in 2008 and compare then to current time and show the difference which would determine the new lines. He mentioned how if lines would change it could allow for commercial on the bottom floor on one side of Estero Blvd. He stated a coastal engineer would be beneficial for that.

Discussion held pertaining to how condominium associations were going out and hiring consultants to help them going through the LOMAR process; and with getting the lines moved, which reduced their rates.

Mr. Fluegel noted one of the initial tasks would be with dealing with Sea Farers and turning it into a parking lot. He noted there would be some opposition. He indicated Council would need help with how to approach the process.

Mr. LaRue mentioned all the feasible ideas would have to be looked into. He stated he had staff who had worked on similar projects and they had visuals on some of the ideas.

Mr. McCormick stated a charrette would really assist in showing the Town Council

Johnson Engineering provided their presentation.

Mr. Fluegel stated one of the challenges was that the amendments to the Town's Comp Plan EAR would need to be done by 2016. He stated some changes needed to be made to the Land Development code and questioned how their firm would make the changes cost effective.

Ms. DeJohn she had worked with the City of Naples who had a similar issue with limited building space available and areas of redevelopment. She mentioned that each district needed codes that were relevant for that area. She stated there needed to be a uniformed vision of what the area should look like when developed. She noted how she felt smaller communities should stick with standard more conventional zoning.

Mr. Fluegel requested additional information on the slide regarding Sea Farers. He questioned if the two-lane one way traffic was safer than the two-lane, two way traffic.

Mr. Bell stated he was familiar with the area. He stated you needed to separate the pedestrian movement from the traffic signal timing, he noted the signal was the reason for the delays. He stated the roundabout would help with the movement. He mentioned there were more issues with the two-lane one way, but less occurrences.

Ms. Lewis asked about the challenges in gaining consensus in the community. She also inquired about a self taxing district.

Ms. Thompson stated it was important for the community to know they did not have preconceived ideas. She advised it was good to have meetings at different places and times to have a variety of people/opinions. She stated it was also good to have the meetings be interactive. She also stated they did surveys and mailings. She stated for a CRA there needed to be blight. She discussed how in Sarasota there was a Downtown Development district that was self taxing. Property owners, residents and City staff sat on a board that determined where to use the TIF dollars collected for that area.

Tindale-Oliver & Associates Inc. provided their presentation.

Mr. Fluegel questioned what the benefits of the CRA would be to the community from the perspective of the financial leverage that it could create.

Dr. Jones stated he had 21 years of experience of visiting the area. He noted there was a significant inventory of land. He noted there were some uses that were eligible for redevelopment and retrofit. He stated the Town needed to determine what kind of destination place they wanted to be. He stated the Town needed to establish an objective.

Ms. Lewis noted it was referred to that the pedestrians were the Towns customers and she wanted to know how their firm would approach that scope of services.

Unknown speaker stated he had spent a day walking around. He stated the Town was complex. He mentioned how there was traffic circulation issues. He indicated you could shift the road away from the waterway to create a beach front site, or park site. He stated a roundabout was another option. He stated whatever the Town chose it would be there for the next 50 years.

Calvin, Giordano & Associates Inc. provided their presentation.

Mr. Fluegel questioned how their firm would approach the project as a comprehensive package.

Ms. Ichner stated it was a multi disciplinary approach. She noted they would address all of the issues and explained how the Charter was involved.

Mr. Salla stated he would like to look at everything individually and then find out how each of them overlay on one another. He noted they would then interact with the residents.

Mr. Fluegel questioned Mr. Taylor if he had experience with V zone mapping. He wanted to know if he had done a letter of modification or moving the lines of a property.

Mr. Taylor noted he had done FEMA LOMARS, LOMAS, letter of map amendments, letter of map revisions on individual properties. He noted he had seen lines moved in entire districts.

Ms. Lewis questioned the public outreach and noted the Town was small with various differing opinions which sometimes left projects not taking place since there was not a consensus.

Ms. Ichner explained how their firm had a variety of strategies. They would obtain background information regarding the Town to get an idea of what they were dealing with. She explained how most of the time people had concerns due to a lack of knowledge. She said they usually tried to find out what the concerns were for the stakeholders. She stated use of their hand held voting devices helped residents get an instant response on how they felt about ideas being presented.

Dover, Kohl & Partners provided their presentation.

Mr. Fluegel noted the Comp Plan and Code needed to be easier on the formation of equity in creating value in the tax base. He questioned if it would a long process.

Mr. Dover answered that he did not feel it would as time consuming. He stated $\frac{3}{4}$ of the plan didn't need updating. He indicated that times indicated what type of changes need to be made.

Unknown speaker noted they were looking to satisfy all parties involved. He explained how they could start out with an accelerated schedule, but could slow the process down if necessary.

Ms. Lewis questioned what their firm felt the challenges the Town faced redeveloping different areas of the town. She also questioned the reestablishment of the CRA.

unknown stated it was FEMA. He noted in 2005 the line was 100 feet toward the Gulf. He advised 18 months later FEMA wanted to restructure the lines which would have strictly limited any type of commercial business along the beach.

Mr. Dover advised many of the CRA's formed in 2005-2007 had been dissolved and reestablished with the newer, lower tax base. He stated now would be a good time to look into reestablishing a CRA.

Recess at 12:20 PM, Resumed at 12:30 PM.

Mr. Bargmann noted he had handed out a ranking sheet for the members to use. He questioned the board on how they wanted to proceed.

Mr. Fluegel stated there was a variety of skill sets. He mentioned how he did not think one firm could handle the full project scope.

Ms. Lewis questioned what Mr. Fluegel thought was doable number of consultants for the project.

Mr. Fluegel stated each one them had a skill set that hit different elements of the proposal and stated the committee could rank them or just recommend all five. He stated he could see five to ten contracts for the various parts of the project.

Ms. Lewis wanted to hear from the other committee members to hear a "different" opinion.

Mr. Fluegel mentioned how he was not sure the Town was ready to look into/change the Comp Plan.

Mr. Bargmann stated maybe everyone could do ratings and then discuss.

Ms. Evans questioned if it was the preference to have several different eyes review the information. She stated she had a different way of looking at the skill sets.

Ms. Lewis felt the Towns greatest challenges were FEMA flood regulations and pedestrians. She stated out of the five presentations; Tindale-Oliver stood out with how they would handle those two issues. She noted her fear that Dover, Kohl would find the Town stale. She also inquired about how the public outreach would be handled.

Ms. Mayher mentioned how she also liked Tindale-Oliver, as well as Calvin, Giordano & Associates, Inc. She did not like Johnson's response of how they were listeners, and did not appear to have a plan. She stated LaRue had mentioned the moving of the V lines.

Ms. Lewis stated Calvin, Giordano & Associates did have the experience with the letter of modification. She stated they also pointed out the limited

Mr. Fluegel questioned Ms. Mayher if Tindale-Oliver seemed to have a good grasp on the FEMA issue and impact.

Ms. Mayher stated for that area yes, but felt their strongest area was pedestrians.

Mr. Fluegel questioned was it feasible to think three firms could be brought in, or just one firm to handle the various issues. He stated he felt there were five to 10 different tasks within the project. He stated there was one, possible two, firms who he thought could

handle the whole project, but could also see it broken out to all five firms.

Ms. Lewis felt with one company, there was a better understanding and less chance for miscommunication. She stated it might not be in the Town's best interest to work with just one firm. She stated how the firms did their presentation was a precursor to how they would approach the interaction and involvement with the community.

Mr. Fluegel stated Calvin, Giardano & Associates was the "gold standard" because they could do the whole project. He mentioned how they would handle the more difficult parts of the project. He liked LaRue but felt their outreach was lacking. He mentioned that Johnson was solid, but wished they had looked more into the Town's issues and touched on them.

Mr. Bargmann noted the following tally:
Calvin, Giardano & Associates Inc. received 23 points
Tindale-Oliver & Associates Inc received 19 points
LaRue Planning and Management received 13 points
Johnson Engineering received points 10
Dover, Kohl & Partners received 10 points

Mr. Fluegel question if they should recommend three firms or all five firms.

Ms. Lewis noted Dover, Kohl would provide a good "historical" knowledge of the Town. She noted Johnson Engineering was a great firm, but their presentation was lacking. She advised the Town had transportation engineers and questioned if it was necessary for additional outside engineers.

Mr. Fluegel stated Johnson was not a planning agency and appreciated that they reached out to IBI. He questioned how they approached the public input.

Ms. Evans liked how Johnson had mentioned the various ways they would reach out to the public. She liked the types of projects the firm had handled.

Mr. Fluegel questioned if the town would want the transportation consultant involved or use them as a translator for the land use side.

Ms. Lewis thought there was a benefit in having a firm that had transportation aspects and understanding in their group. She stated the Town would be better with more eyes to review. She explained how she liked Tindale-Oliver's recommendations of moving the road. She also liked the two changes Johnson Engineering had recommended.

Discussion held regarding how the view corridor should be maintained.

Ms. Mayher noted it appeared three firms should be recommended, but that Johnson would not be included, if there were only three firms.

Mr. Fluegel stated he was looking to recommend all five as they all had merit.

Discussion held concerning how if all five were recommended it would allow for flexibility.

Motion: Ms. Evans moved to accept all five firms and bring the recommendation to Council.

Seconded by Ms. Lewis;

Vote: Motion passed unanimously.

Ms. Mayher noted she would bring it Council to November 19th or the first meeting in December if the November meeting was cancelled.

IV. ADJOURNMENT

Motion: Mr. Fluegel moved to adjourn.

Seconded by Ms. Evans;

Vote: Motion passed unanimously.

Meeting adjourned at 1:24 PM.

Adopted _____ with/without changes. Motion by _____
(DATE)

Vote: _____ Signature: _____

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POSTED
10/18/12
(03)



**NOTICE OF INTENT TO AWARD
ONGOING MISCELLANEOUS PROFESSIONAL LAND PLANNING
SERVICES RFQ-12-09-CD**

THE TOWN OF FORT MYERS BEACH SELECTION ADVISORY COMMITTEE MET FOR THE PURPOSE OF EVALUATION AND SELECTION OF FIRM(S) FOR RFQ-12-09-CD, ONGOING MISCELLANEOUS PROFESSIONAL LAND PLANNING SERVICES.

THE SELECTION ADVISORY COMMITTEE MET ON OCTOBER 17, 2012 AND RANKED:

1. CALVIN, GIORDANO & ASSOCIATES, INC.
2. TINDALE-OLIVER & ASSOCIATES, INC.
3. LARUE PLANNING & MANAGEMENT SERVICES, INC.
4. DOVER, KOHL & PARTNERS
4. JOHNSON ENGINEERING, INC.

A RECOMMENDATION, IN ACCORDANCE WITH F.S. 287.055 SHALL BE BROUGHT TO THE TOWN COUNCIL OF THE TOWN OF FORT MYERS BEACH TO BEGIN NEGOTIATIONS WITH THE SELECTED FIRMS.


MICHELLE MAYHER

TOWN CLERK

10/18/2012