

Town of Fort Myers Beach
Agenda Item Summary

Blue Sheet Number: 2013-113

1. Requested Motion:

Meeting Date: October 7, 2013

Motion to approve the Master Contract with SEARCH INC for ongoing archaeological services

Why the action is necessary:

The action is necessary to complete the Master Contract as well as encumber the remaining portion of the Grant with the State of Florida.

What the action accomplishes:

2. Agenda:

Consent
 Administrative

3. Requirement/Purpose:

Resolution
 Ordinance
 Other

4. Submitter of Information:

Council
 Town Staff
 Town Attorney

5. Background:

On January 22nd, Council authorized staff to begin negotiations with SEARCH, Inc. for ongoing services. The contract includes services for the Mound House as follows: archaeological services on a time and materials basis, the development of an Emergency Management Plan, development of a Policies and Procedures Manual, development of a Museum Action Plan, landscape signage services from final design to fabrication and installation, and museum exhibit services for the William H Case house from final design to fabrication and installation.

Attachments:

- Memo summarizing details of contract request.
- Master Contract

6. Alternative Action:

None

7. Management Recommendations:

To approve the Master Contract

8. Recommended Approval:

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

9. Council Action:

Approved Denied Deferred Other



MEMORANDUM

To: Terry Stewart, Town Manager

From: Randy Norton, Acting Parks and Recreation Director

Date: 9/21/2013

Subject: SEARCH INC Contract for Ongoing Archaeological Services

On January 22nd, Council authorized staff to begin negotiations with SEARCH, Inc. for ongoing services. The contract includes services for the Mound House as follows: archaeological services on a time and materials basis, the development of an Emergency Management Plan, development of a Policies and Procedures Manual, development of a Museum Action Plan, landscape signage services from final design to fabrication and installation, and museum exhibit services for the William H Case house from final design to fabrication and installation.

The contract with SEARCH Inc. will span a 3 year period and has been structured to require a separate Notice to Proceed for each task included in "Addendum to Exhibit A" according to the Town's policies. Council will approve each item as we move forward and Staff will not and cannot move forward without Council's approval.

The project will be funded partially by grants and TDC already in place. The total grant budget from the Cultural Facilities program is \$445,000 and of this total, \$178,841 is currently itemized for the development of museum exhibits in the house. SEARCH, Inc. has proposed a total price of \$568,700 for the final design, fabrication and installation of the museum exhibits. Sufficient funding remains in the TDC Mound House Landscape Restoration grant to cover the \$169,348.69 NTE price proposed by SEARCH, Inc. for landscape signage design, fabrication and installation.

Tasks

Time and Materials Services- Based on pricing in "Exhibit B"

- Archaeological consultation, monitoring and excavation
- Historic architectural assistance and consultation
- Laboratory analysis
- Ground Penetrating Radar surveys
- Florida Master Site File research and reporting
- Reports of findings and recommendations, as appropriate
- Associated travel costs, as appropriate

Emergency Management Plan- \$15,875.04

- Additions to the current Emergency Management Plan
- Finalization of the Emergency Management Plan
- Production and delivery of the Emergency Management Plan

Policies and Procedures Manual- \$26,266.42

- Development of a Policies and Procedures Manual, including development of best practices
- Review of collections, as needed
- Production and delivery of the Policies and Procedures Manual

Museum Action Plan- \$21,084.78

- Development of an Action Plan outlining a clear path forward and milestones for completion of museum exhibits
- Review of original design concept and development of recommendations for updates, as needed
- Production and delivery on the Museum Action Plan

Museum Exhibits- Phase I, Design- \$165,800

- Panel/Exhibit text development
- Panel/Exhibit design development
- Graphic design and custom artwork
- Exhibits design, including cabinetry and artifact housing
- Digital media development (content and design)
- Kiosk development (content and design)
- Additional options available and presented in full write-up
- Associated travel costs, as appropriate

Museum Exhibits- Phase II, Fabrication- \$251,500

- Panels and Signs
- Exhibits (cabinets, cases, etc.)
- Kiosk
- Other Digital Media
- Additional Options, if selected

Museum Exhibits- Phase III, Installation- \$151,400

- Delivery and Installation of all museum exhibits (e.g., interior panels, cases, digital elements, exhibits)
- Testing/troubleshooting; modifications, as needed

Landscape Signage-Phase I, Design- \$55,101.14

- Development of a signage template
- Development of drafts and final signage
- Production and delivery of a hardcopy print out of design specifications

Landscape Signage-Phase II, Fabrication and Installation- \$114,247.55

- Fabrication of designed signs
- Installation of designed signs

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT is made and entered into this _____ day of _____, 2013 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 Southeastern Archaeological Research, Inc. ("Consultant"), whose address is 315 NW 138th Terrace, Newberry, FL 32669.

WHEREAS, the Town desires the Consultant to provide and perform professional services as further described hereinafter concerning Ongoing Archaeological 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.

(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 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 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 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 by 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 Supplemental Task requested and approved by the Town Council hereunder.

5.02 TIME OF PERFORMANCE: The Consultant agrees to complete the services required pursuant to this Agreement 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 _____, 20__.
- (2) "EXHIBIT B" entitled "Compensation and Method of Payment", dated _____, 20__.
- (3) "EXHIBIT C" entitled "Time and Schedule of Performance", dated _____, 20__.
- (4) "EXHIBIT D" entitled "Consultant's Associated Sub-Consultant(s)", dated _____, 20__.
- (5) "EXHIBIT E" entitled "Project Guidelines and Criteria", dated _____, 20__.
- (6) "EXHIBIT F" entitled "Truth in Negotiation Certificate", dated _____, 20__.
- (7) "EXHIBIT G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)
- (8) "EXHIBIT H" entitled "Amendment to Articles", dated _____, 20__.
- (9) "EXHIBIT I" entitled "Public Entity Crime Affidavit", dated _____, 20__.
- (10) "EXHIBIT J" entitled "Affidavit Certification Immigration Laws", dated _____, 20__.
- (11) "EXHIBIT K" entitled "Affidavit Certification Immigration Laws", dated _____, 20__.

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)

(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: _____
Alan Mandel, Vice 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 ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR

Date: _____, 20__

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.

Scope of Services

The Town of Fort Myers Beach seeks an archaeologist to provide ongoing services and to oversee the modification of the original exhibit plan to include stabilizing the open excavation and providing an alternative to the current interpretive component of the exhibit. Services to include:

- 1.) attending public meetings;
- 2.) preparing technical reports;
- 3.) providing consultation;
- 4.) assessing artifact protection/display;
- 5.) troubleshooting;
- 6.) communication with local, state and (perhaps) national organizations and individuals verbally, in writing, and electronically at a minimum;
- 7.) conducting site damage assessments;
- 8.) creating cultural resource inventory;
- 9.) site test/evaluation/data recovery;
- 10.) mitigation planning;
- 11.) assisting with National Register Nomination process toward site eligibility;
- 12.) construction monitoring; and
- 13.) providing literature and data base review.

RFQ-12-13-PR, ADDENDUM TO EXHIBIT A

REVISED CONTENTS AND OVERVIEW

CONTENTS

For the purposes of scope development and pricing, Exhibit A Scope of Services has been segmented into the following categories:

1. Time and Materials Services
2. Emergency Management Plan
3. Policies and Procedures Manual
4. Landscape Signage – Phase I, Design
5. Landscape Signage – Phase II, Fabrication and Installation *Changed to NTE*
~~1909 Period Room This item removed in full~~
6. Museum Action Plan
7. Museum Exhibits – Phase I, Design *Updated*
8. Museum Exhibits – Phase II, Fabrication *Updated*
9. Museum Exhibits – Phase III, Installation *Updated*

OVERVIEW

Time and Materials Services

Services under this category include, but may not be limited to:

- On-site and off-site consultation
- Archaeological monitoring, excavation, and consultation
- Historic architectural assistance and consultation
- Laboratory analysis
- Ground Penetrating Radar surveys
- Background and archival research
- Florida Master Site file research and reporting
- Reports of findings and recommendations, as appropriate
- Associated travel costs, as appropriate

Pricing for these services will be based on a Time and Materials basis utilizing pricing information in Exhibit B. Note: Exhibit B will be updated prior to contract finalization. For additional details, please refer to the “1_Time and Materials” document.

Emergency Management Plan

Services under this category include:

- Additions to the current Emergency Management Plan
- Finalization of the Emergency Management Plan
- Production and delivery of the Emergency Management Plan

Pricing for this service is \$ 15,875.04. For additional details, please refer to the “2_Emer Mgmt Plan” document.

Policies and Procedures Manual

Services under this category include:

- Development of a Policies and Procedures Manual, including development of best practices
- Review of collections, as needed
- Production and delivery of the Policies and Procedures Manual

Pricing for this service is \$ 26,266.42. For additional details, please refer to the "3_Policies-Procedures Manual" document.

Landscape Signage – Phase, I Design

Services under this category include:

- Development of a signage template
- Development of drafts and final signage
- Production and delivery of a hardcopy print out of design specifications

Pricing for this service is \$ 55,101.14. For additional details, please refer to the "4_Landscape Signage Design" document.

Landscape Signage – Phase II, Fabrication and Installation

Services under this category include:

- Fabrication of designed signs
- Installation of designed signs

Pricing for this service is NTE \$114,247.55. Please note that cost savings options have been employed and additional cost savings options are available and anticipated. For additional details and specifications, including the additional cost savings options, please refer to the "5_Landscape Signage Fab-Install" document.

1909 Period Room

Services for this aspect have been removed. If consultation or installation assistance is necessary, it will be covered under Time and Materials Services.

Museum Action Plan

Services under this category include:

- Development of an Action Plan outlining a clear path forward and milestones for completion of Museum Exhibits
- Review of original design concept and development of recommendations for updates, as needed
- Production and delivery of the Museum Action Plan

Pricing for this service is \$ 21,084.78. Within the industry, this service is typically provided as part of a complete museum design. The industry standard pricing for a comparable museum (in size and exhibit sophistication) is discussed at the end of the Overview section. For additional details, please refer to the "7_Museum Action Plan" document.

Museum Exhibits – Phase I, Design

Services under this category include:

- Panel/Exhibit text development

- Panel/Exhibit design development
- Graphic design and custom artwork
- Exhibits design, including cabinetry and artifact housing
- Digital media development (content and design)
- Kiosk development (content and design)
- Additional options available and presented in full write-up
- Associated travel costs, as appropriate

Pricing for this service is NTE \$165,800. This cost assumes cost savings options implemented from the Museum Action Plan, and necessary updated and upgrades to design elements (such as current industry standards in materials and electronics).

Within the industry, this service is typically provided as part of a complete museum design. The industry standard pricing for a comparable museum (in size and exhibit sophistication) is discussed at the end of the Overview section. For additional details, please refer to the "7_Museum Exhibits Design" document.

Museum Exhibits – Phase II, Fabrication

Services under this category include:

- Panels and Signs
- Exhibits (cabinets, cases, etc.)
- Kiosk
- Other Digital Media
- Additional Options, if selected

Pricing for this service is NTE \$251,500. This cost assumes cost savings options implemented from the Museum Action Plan, and necessary updated and upgrades to design elements (such as current industry standards in materials and electronics).

Within the industry, this service is typically provided as part of a complete museum design. The industry standard pricing for a comparable museum (in size and exhibit sophistication) is discussed at the end of the Overview section. For additional details, please refer to the "8_Museum Exhibits Fabrication" document.

Museum Exhibits – Phase III, Installation

Services under this category include:

- Delivery and Installation of all museum exhibits (e.g., interior panels, cases, digital elements, exhibits)
- Testing/troubleshooting; modifications, as needed

Pricing for this service is NTE \$151,400. This cost assumes cost savings options implemented from the Museum Action Plan.

Within the industry, this service is typically provided as part of a complete museum design. The industry standard pricing for a comparable museum (in size and exhibit sophistication) is discussed at the end of the Overview section. For additional details, please refer to the "9_Museum Exhibits Installation" document.

Museum Exhibits Pricing Notes

The industry standard of pricing for museum design/development (including fabrication and installation) varies by the size of the space to be designed and the sophistication of technology/exhibits employed. The range is generally between \$200 and \$750 per sq. ft. The estimated size of the Mound House area to include exhibits and panels/signage is about 2,840 sq. ft. Based on our market research for museums of comparable size and with comparable exhibit elements, the average range is narrowed to \$200-\$450 per sq. ft. SEARCH's estimate for full museum design and development at the Mound House is enumerated in the table below.

Element	Estimate
Action Plan	\$ 21,084.78
Phase I, Design	\$ 165,800.00
Phase II, Fabrication	\$ 251,500.00
Phase III, Installation	\$151,400.00
Totals	\$ 589,784.78
Per Sq. Ft. (2,840)	\$ 207.67

Scope and Pricing for Time and Materials Services (Meetings, Consultations, and Miscellaneous Services)

Task Details

This task covers a variety of miscellaneous services, consultations, and meeting attendance, which may be required over the course of this contract. Services such as travel to and participation in meetings, on-site and off-site consultations by archaeologists, historic architects, or public interpretation staff, on-site monitoring, archaeological, or ground penetrating radar surveys. These services may also include follow-up summaries and/or written reports, as needed. Due to the nature of these services (as-needed and as-requested), they will be provided by SEARCH on a Time & Materials basis. Further details are provided below.

Meetings

SEARCH will provide professional expertise and communicate with special interest groups and the Town Council regarding the project. This task will include attendance of Project Team personnel at meetings at the request of the Town Manager and/or his representative. Anticipated or potential meetings may be with CELCAB, Town Council, or project-related planning meetings.

Consultations and Miscellaneous Services

SEARCH will provide consultation and field work services including small scale testing and monitoring of ground disturbing activities related to on-site improvements; assist with NRHP nomination process; and troubleshoot any problems that arise during the course of the project and provide recommendations for rectifying the problems. Services also may include assistance with the stabilization efforts relating to archaeology and preservation for the walk-in exhibit, archaeological monitoring, excavation, ground penetrating radar services, consultation for historic structure renovation, and other related services not covered under specific tasks.

Specific services under this task may include a damage assessment of the walk-in exhibit; including flooding damage, wall integrity, and mold/mildew issues and concerns. SEARCH will provide recommendations related to the pool excavation area, any further excavations or data collection that may be necessary, and possible fill in/synthetic materials to recreate excavation units. SEARCH will coordinate with engineers regarding exhibit stabilization including flooding, well points, and pump systems; stabilization of exposed midden walls; and rainfall percolation.

Archaeological monitoring also may be conducted under this task. The results of the monitoring will be presented in a single technical report that conforms to the requirements of Rule Chapter 1A-46, Florida Administrative Code. The draft report will be submitted for review and finalized after incorporating all review comments. SEARCH will prepare technical excavation and monitoring reports related to all consultation and miscellaneous services, as appropriate. Any work provided under Consultation and Miscellaneous Services that is not accounted for under other specified tasks will be compensated in accordance with SEARCH's standard rates noted in Exhibit B, Sections 1 and 2.

Deliverables

- Meeting attendance
- Consultation (on-site and off-site) for archaeology, historic architecture/renovation, and related services not covered under specific tasks

- Miscellaneous services not covered under other specific tasks
- Follow-up summaries of consultation, results, meetings, etc., via email
- Report of findings (as needed) for any archaeological monitoring, archaeological consultation, historic architecture consultation and recommendations, and related tasks

Timeline

Consultation and miscellaneous services will be provided on an as-needed/as-requested basis. SEARCH will provide a time and cost estimate for services for approval to proceed.

Pricing

Consultation and Miscellaneous Services will be a Time & Materials aspect of the contract. SEARCH will provide a time and cost estimate for approval prior to commencing work.

Reimbursement will include the following:

- All labor and materials for the requested individual for consultation, monitoring, archaeology, travel time, mobilization/demobilization, project management, and administration
- Travel costs (e.g., mileage, airfare, per diem)
- Roundtrip Mileage will be based on requested individual's primary work location
- QA/QC for deliverables
- Production costs of deliverables (e.g., reports, CDs, etc.)

Scope and Pricing for Emergency Management Plan

Task Details

SEARCH will assist with the completion of the draft Emergency Management Plan so that it includes emergency procedures relating to collections (artifacts and documents) management and protection, and museum exhibits. SEARCH will also review the Emergency Management Plan and develop a plan for collections and exhibits that includes preventative measures, standard operating procedures, and an emergency checklist. SEARCH will develop the finalized Emergency Management Plan so that it coincides with the Policies and Procedures Manual (visually and organizationally). SEARCH will prepare the technical report (manual); troubleshoot; and communicate with local, state, and federal organizations/individuals.

Deliverables

- One (1) draft electronic copy for review (Word or PDF), via email
- One (1) revised draft copy for review/approval, if needed (Word or PDF), via email
- Five (5) hardcopies of final Emergency Management Plan, comb bound
- One (1) CD with Word and PDF copies of final Plan
- Weekly status updates throughout project progression, via email

Timeline

Total time for completion of this task will be determined by the time necessary for review and approval of the deliverables. The total timeline is anticipated not to exceed six (6) months from Notice To Proceed, and generally follow the timeline in the table below.

Project Task	Anticipated time required
Review, Research, Draft Development	2 months
Town Review of Draft	1 month
Revised Draft Development (if required)	1 month
Town Review/Approval of Revised Draft	1 month
Final Document Development and Submission	1 month

Pricing

The total price for this task is \$ 15,875.04.

The price includes the following:

- All labor and materials for the research, development, and production of the Emergency Plan (draft, revised draft, and final)
- QA/QC, editing, review, and general project management/oversight
- Shipping/delivery of Plan
- No travel is anticipated or included for this task

Scope and Pricing for Policies and Procedures Manual

Task Details

SEARCH will provide the Town of Fort Myers Beach with a “best practices manual” that specifies policies and procedures to follow regarding cultural resources management (fieldwork and collections/documents management). The manual will include the following aspects: cultural resources legislation relevant to Mound House, an unexpected discoveries plan, general procedures and Points of Contact, monitoring policies and procedures, documentation procedures, lab procedures, storage policies, policies regarding human remains and mortuary-related artifacts, and policies regarding research by visiting professionals and students. SEARCH will develop the finalized Policies and Procedures Manual so that it coincides with the Emergency Management Plan (visually and organizationally). SEARCH will prepare the technical report (manual); provide consultation; assess artifact protection; conduct a cultural resource inventory; troubleshoot; and communicate with local, state, federal organizations/individuals.

Deliverables

- One (1) draft electronic copy for review (Word or PDF), via email
- One (1) revised draft copy for review/approval, if needed (Word or PDF), via email
- Five (5) hardcopies of final Policies and Procedures Manual, comb bound
- One (1) CD with Word and PDF copies of final Manual
- Weekly status updates throughout project progression, via email

Timeline

Total time for completion of this task will be determined by the time necessary for review and approval of the deliverables. The total timeline is anticipated not to exceed six (6) months from Notice To Proceed, and generally follow the timeline in the table below.

Project Task	Anticipated time required
Review, Research, Draft Development	2 months
Town Review of Draft	1 month
Revised Draft Development (if required)	1 month
Town Review/Approval of Revised Draft	1 month
Final Document Development and Submission	1 month

Pricing

The total price for this task is \$ 26,266.42.

The price includes the following:

- All labor and materials for the research, development, and production of the Manual (draft, revised draft, and final)
- QA/QC, editing, review, and general project management/oversight
- Shipping/delivery of Manual
- No travel is anticipated or included for this task

Scope and Pricing for Landscape Signage – Phase I, Design

Phase I, Design Task Details

SEARCH will design signage for plant identification, directory/directional signs, and interpretive panels. Utilizing cost-savings options and some design elements from the original plans, SEARCH will develop a template for each sign type. Upon approval of the templates, the full design of each sign will begin.

Sign design will include content development (images and information), as well as graphic design. Most panel themes have been defined/identified, some panel text has been written, and the graphic files from the original designer must be recreated (they are flattened, low resolution images). Research for panel content is anticipated as part of the design work. Use rights may be required for images, artwork, or photographs featured on the panels.

Sign design will conform to the cohesive design strategy detailed in the Action Plan. A comprehensive Landscape Signage Design Specifications document will be produced after all signs have been approved. This document will specify exact dimensions, design elements, fonts and colors utilized in the design. The document will include an image of each panel designed and a CD with the panel templates.

Phase I, Design Deliverables

- Draft template designs for plant ID panels, directional signs, and interpretive panels (PDF, via email)
- Revised draft template designs, if needed (PDF via email)
- Draft directory signs, total of 12 (on CD due to size), does not include Main Site sign or Parking signs designated on original plans as by Landscape Architect
- Draft interpretive panels, total of 14 (on CD due to size)
- Draft plant identification panels, total of 68 (on CD due to size)
- Revised drafts of panels, if needed
- Final panel files (print-ready/original and flattened images); final files will conform to Fossil Industries printing standards for ease of production (on CD set due to size)
- Two (2) hard copies of Landscape Signage Design Specifications document with CD of sign templates, comb bound, 11 x 17 format
- Weekly status updates throughout project progression, via email

Phase I, Design Timeline

Total time for completion of this task will be determined by the time necessary for review and approval of the deliverables. The total timeline for Phase I (Design) is anticipated not to exceed twelve (12) to fifteen (15) months from Notice To Proceed, and generally follow the timeline in the table below. Please note that some anticipated time required will be consecutive (for example, SEARCH will continue design work while the Town reviews other drafts).

Project Task	Anticipated time required
Draft Templates (3 types)	1 month
Town Review of Draft Templates	1 month
Revised Draft Templates (if required)	1 month
Town Review/Approval of Revised Draft Templates	1 month
Research and Content Development	3-4 months (concurrent with template development)

Directional Signage Design Drafts	1 month
Town Review /Approval of Draft Directional Signage	1 month
Final Directional Signage	1 month
Plant Identification Panels Design Drafts	2 months
Town Review /Approval of Draft Plant ID Panels	1 month
Final Plant Identification Panels	1 month
Information Panels Design Drafts	2 months
Town Review /Approval of Information Panels	1 month
Final Information Panels	1 month
Landscape Signage Design Specifications Document	1 month

Phase I, Design Pricing

The total price for this task is \$ 55,101.14.

Cost savings options employed:

- No audio (no buttons, no translation services, no wiring or solar kits)
- No raised/relief insets on Plant ID panels

The price includes the following:

- All labor and materials for the research, development, and design of landscape signage
- QA/QC, editing, review, and general project management/oversight
- Shipping/delivery of CDs and documents
- No travel is anticipated or included for this task

Scope and Pricing for Landscape Signage – Phase II, Fabrication and Installation

Phase II, Fabrication and Installation Task Details

SEARCH will fabricate and install landscape signage developed under Phase I of this task. The fabrication will utilize Fossil Industries, a leading national fabricator of exterior signage and panels. Fossil offers high pressure laminate panels with a 10-year warranty. Their panels are graffiti proof and easy to maintain.

SEARCH will utilize our in-house staff for panel installation. Panels will be designed for in-ground posts; all holes excavated for posts will be archaeologically documented and screened for artifacts. Archaeological finds will be recorded and reported in a formal Memo to the Town and Mound House. Please note: Underground utilities and hazards must be marked by the Town prior to panel installation; close coordination with Town for scheduling will be maintained by SEARCH.

The panels can be fabricated and installed over the course of several months, or all at the same time. We recommend the installation in stages: 1) directional signage, 2) interpretive panels, and 3) plant identification panels. This will minimize the storage space required upon delivery and through installation and minimize the impact to visitor traffic while maximizing the potential for generating community interest and media exposure. This also will allow for delivery and installation on an expedited schedule as panels are completed.

Phase II, Fabrication and Installation Deliverables

- Directory signs, total of 12, fabricated and installed (does not include Main Site sign or Parking signs designated on original plans as by Landscape Architect)
- Interpretive panels, total of 14, fabricated and installed
- Plant identification panels, total of 68, fabricated and installed
- Weekly status updates throughout project progression, via email

Phase II, Fabrication and Installation Timeline

Total time for completion of this task will be determined by the scheduling needs of the Town and Mound House. The total timeline for Phase II, Fabrication & Installation is anticipated not to exceed seven (7) to nine (9) months from Notice To Proceed, and generally follow the timeline in the tables below. Please note that some anticipated time required is based on a staged installation approach with some items being consecutive (for example, fabrication will continue as SEARCH is installing).

Project Task	Anticipated time required
Submission of Directional Signage files & review	2-3 weeks
Directional Signage fabrication	2-3 months
Directional Signage installation	1 week, timing TBD
Submission of Interpretive Panel files & review	2-3 weeks
Interpretive Panels fabrication	2-3 months
Interpretive Panels installation	1-2 weeks, timing TBD
Submission of Plant ID Panel files & review	3-4 weeks
Plant ID Panels fabrication	2-3 months
Plant ID Panels installation	1-2 weeks, timing TBD

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7
Directional Signage	Submit files & review	Fabrication			Installation		
Interpretive Panels		Submit files & review	Fabrication			Installation	
Plant ID Panels			Submit files & review	Fabrication			Installation

Phase II, Fabrication and Installation Pricing

The total price for this task is NTE \$ 117,484.79. Please note that cost savings options have been employed and additional cost savings options are available and anticipated. Approximately half the cost is materials/fabrication. Total price has been updated to reflect 2014 rates (refer to Exhibit B Attachment No. 1) because work on this task is not anticipated until 2014.

Cost savings options employed:

- No audio (no buttons, no translation services, no wiring or solar kits)
- No raised/relief insets on Plant ID panels
- Powder black (standard) color posts rather than custom aluminum/color finish
- Panels at ½" instead of ¾" – industry standard for higher quality material

Please note that additional cost savings options are available. The current price includes the following:

- All labor and materials for the fabrication and installation of panels including review of color samples and sign specifications
- Anticipated time and materials for archaeological mitigation of holes for sign posts
- Sign fabricator oversight and general project management/oversight
- Shipping/delivery of panels

Alternative Additional Cost Savings

The mounting posts are the most expensive element of the fabrication and installation. Alternative: Print all 68 Plant ID panels, but only purchase and install 30 or 40 mounting posts. The panels can then be rotated throughout the year and stored when not in use. This will limit the "sign clutter" at the site and reduce the overall cost by:

- Reducing the number of posts purchased;
- Changing the type of posts;
- Reducing shipping costs;
- Requiring less installation time (less travel costs altogether); and
- Requiring fewer holes to excavate and archaeologically record.

The estimated cost savings is approximately \$ 20,000 – \$ 35,000.

Scope and Pricing for Museum Exhibit Action Plan

Task Details

SEARCH will develop a Museum Exhibit Action Plan which details a clear path forward with graduated milestones of completion. This Plan will be used as a checklist and organizer for accomplishing the completion of the Museum Exhibits in a timely manner and as grants and other funding allow – essentially a “path forward” for meeting timelines and budgets.

The development of the Plan also will include a review of the original and amended design documents and provide recommendations for any enhancements, upgrades, changes, or necessary modifications. Lower cost options will be presented for consideration. All changes recommended will be justified based on the following elements:

- To meet current industry standards in material, design, and technology;
- To meet ADA and other accessibility regulations;
- With longevity and applicability of data in mind;
- With ease and associated costs of maintenance in mind;
- With cost-effective and efficient options; and
- With a cohesive design strategy to integrate the entire Mound House complex.

Deliverables

- One (1) draft electronic copy for review (Word or PDF), via email
- One (1) revised draft copy for review/approval, if needed (Word or PDF), via email
- Five (5) hardcopies of final Museum Exhibit Action Plan, comb bound
- One (1) CD with Word and PDF copies of final Plan
- Weekly status updates throughout project progression, via email

Timeline

Total time for completion of this task will be determined by the time necessary for review and approval of the deliverables. The total timeline is anticipated not to exceed eight (8) months from Notice To Proceed, and generally follow the timeline in the table below.

Project Task	Anticipated time required
Review, Research, Draft Development	2-3 months
Town Review of Draft	2 months
Revised Draft Development (if required)	1 month
Town Review/Approval of Revised Draft	1 month
Final Document Development and Submission	1 month

Pricing

The total price for this task is \$ 21,084.78.

The price includes the following:

- All labor and materials for the research, development, and production of the Museum Exhibit Action Plan (draft, revised draft, and final)
- QA/QC, editing, review, and general project management/oversight
- Shipping/delivery of Plan
- No travel is anticipated or included for this task

Scope and Pricing for Museum Exhibits – Phase I, Design

Phase I, Design Task Details

SEARCH will design the museum exhibits to follow the approved approach that is developed from the recommendations within the Museum Action Plan. The Museum Action Plan will present some cost-savings options, alternatives, and enhancements to the original design for the Mound House Museum; once the final approach to the museum exhibits is determined, this will be utilized to design the elements of the museum exhibits. Implementation of some cost savings measures are anticipated in the budget for this task. The design phase is anticipated to include the following items.

Draft Panel/Exhibit Text

SEARCH will update and enhance the existing draft panel/exhibit text provided by the Town and Museum staff. Additional text must be created, as only a limited amount of text has been crafted. Draft text will be supplied for all indoor panels, signs, and exhibits. The draft text additions and updates will be based upon the Historic Context document and all information provided to, or found by SEARCH during background research efforts. Preliminary draft text will be developed following the finalization of the Historic Context document. Final text is determined during layout/design of panels and exhibits (that is, some text may be truncated, some text may be moved to other sections).

Panels identified in the design plans dated 09/30/07 and 03/15/11 include:

- 4 Interior Wayfinding signs (2 wall-mounted, 2 free standing)
- 7 Interior (Level 2, Porch) Reader Rail panels
- 1 Interior donor panel
- 5 Interior wall-mounted information panels
- 14 Interior exhibit-related panels (several free-standing)

Graphic Design of Panels and Signage

SEARCH will update and complete the graphic design and layout for all museum panels and signage. The original design concepts will be utilized to the extent possible (all proposed panels were not fully designed), and will incorporate the cohesive design strategy approved by the Town and Museum.

Panel sets will require approximately 1-2 months (per set) for draft development. Fabrication requires approximately 2 months after final graphics are approved/prepared. A staged approach keeps development and review time streamlined, lessens the potential for backlog and “bottle necking” of deliverables, and allows for visible project progression on-site. Please refer to the Mound House Museum Timeline below for anticipated development timeframe.

Exhibits

The original design concept includes various exhibits and panels throughout Level 2. Elements of the exhibits include panels, low-tech and higher-tech elements, tactile/engaging elements, artifacts on display, and more. Based on the approved recommendations and cohesive design strategy, SEARCH will develop the Level 2 exhibits featured in the 3 main rooms: Contemporary History, Calusa-The Greater Story, and the Bathroom. SEARCH will ensure the exhibit design matches to practical feasibility, is compliant with federal accessibility guidelines, has visitor safety precautions built-in, and have longevity and ease of maintenance accounted for. NOTE: any digital exhibit will require a power source.

While the ultimate design and elements of the Level 2 exhibits may be altered, the exhibits as designed include:

- Contemporary History: Free-standing kiosks (Earliest Settlers; 4 sides)
- Population Chart Interactive
- Calusa Interactive and artifact cases
- Six jigsaw puzzles and cabinet unit
- One (or three) tactile puzzles and cabinet unit
- Two Calusa closet artifact cases
- Panels/signage (some of which will be tended to during Stage II)

The Level 2 exhibits, as designed, also include the following incorporated elements:

- Low-tech, and higher-tech elements
- Artifacts incorporated throughout
- Various custom-sized vitrines; applicable humidity and temperature maintenance will be required for artifacts
- Custom design-built cabinetry
- Custom artwork

Other Digital Media

Incorporation of other digital media is expected to become a part of the recommendations provided by SEARCH, to enhance the visitors' experience at the Museum. Digital media options may include the incorporation of digital elements into existing planned exhibits, and upgrading elements to reflect current industry standards in technology and museum implementation. The longevity, usability, and applicability/accuracy of the exhibits are the primary driver for incorporation of other digital media into the Level 2 exhibits.

Kiosk

The original design concept includes the development of a table kiosk (2 screens) which includes a photo gallery. In order to work fully independently, the touchscreens will run on separate computer systems (as noted in original design). SEARCH will provide recommendations on upgrades to the computer, hardware, touchscreens, etc. to ensure the most up-to-date technology is employed. SEARCH also will redesign the table to ensure wheelchair accessibility. NOTE: the kiosk will require a power source; a floor outlet would be the best option.

SEARCH can develop additional information and learning tools for the kiosks beyond an historical photo album as the original design indicates. Such information may include an interactive photo gallery, interactive/graphic timeline of history, educational game, learning tools and more. For additional information regarding possible additions to the kiosks, please see the "Additional Options" section at the end.

Phase I, Design Deliverables

- Draft Panel/Sign text (PDF and/or Word document, via e-mail)
- Revised Panel/Sign text, if required (delivery via e-mail).
- Draft Designs for Panels/Signs and custom artwork (PDF, via email)
- Revised Designs, if needed (PDF via email)
- Draft Exhibit Designs (delivery via e-mail)
- Revised Exhibit Designs, if needed (delivery via e-mail)

- Draft Kiosk design/content (delivery via e-mail)
- Revised Kiosk design/content, if needed (delivery via e-mail)
- Draft Digital Media design/content (delivery via e-mail)
- Revised Digital Media design/content, if needed (delivery via e-mail)
- Additional Options, if selected
- Weekly status updates throughout project progression, via email

Phase I, Design Timeline

Total time for completion of this task will be determined by the time necessary for review and approval of the deliverables. The total timeline for Phase I (Design) is anticipated not to exceed twelve (12) months from Notice To Proceed, and generally follow the timeline in the table below. Please note that some anticipated time required will be concurrent (for example, SEARCH will continue design work while the Town reviews other drafts).

Project Task	Anticipated time required
<i>Panel/Sign Text</i>	
Draft Panel/Signage Text	2-3 months
Town Review of Draft Text	2 months
Revised Text, if required	1 month
<i>Panel/Sign Design and custom artwork</i>	
Draft Panel/Signage Graphic Design	3-4 months
Custom Artwork/Paintings	4-5 months
Town Review of Draft Design	2 months
Revised Graphic Design, if required	1-2 months
<i>Exhibit Design (cabinets, etc.)</i>	
Draft Exhibit Design	4-6 months
Town Review of Draft Design	2 months
Revised Exhibit Design, if required	1-2 months
<i>Kiosk Design/Content</i>	
Draft Kiosk design and content	2-3 months
Town Review of Draft Kiosk design and content	1 month
Revised Kiosk content, if required	1 month
<i>Other Digital Media Design/Content</i>	
Draft design and content	3-4 months
Town Review of Draft design and content	1 month
Revised content, if required	1 month

Phase I, Design Pricing

The total price for this task is NTE \$165,800. This cost assumes cost savings options implemented from the Museum Action Plan, and necessary updated and upgrades to design elements (such as current industry standards in materials and electronics). Total price has been updated to reflect 2014 rates (refer to Exhibit B Attachment No. 1) because work on this task is not anticipated until 2014.

The price includes the following:

- All labor and materials for the research, development, and design of panel/sign text and design, exhibit design, kiosk and other digital media development
- Custom artwork, artist fee for original paintings*, digital capture, use rights, and delivery
- QA/QC, editing, review, and general project management/oversight

- Shipping/delivery of CDs and documents
- Travel for design team

**Note: The artist will create custom artwork as oil-on-canvas images and he will provide the original paintings plus a digital capture of the images for unlimited use in the exhibit. The original oil paintings will become the property of the Town of Fort Myers Beach. We recommend the oil paintings be raffled or used in a silent auction as a fund raiser.*

Variables that may affect cost for Phase I, Design:

- Approved approach from Museum Action Plan
- Development of Soundscapes, if requested
- Inclusion of additional kiosk information, if requested
- Final decisions on design strategies (e.g., relating to materials, technology, etc.)
- Kiosk design
- Inclusion of artifacts into/onto panels (e.g., real vs. replicated, security)
- Updates to puzzles and other interactives
- Approval of redesign of cabinetry for accessibility and practicality
- Inclusion of other digital media, as approved

Scope and Pricing for Museum Exhibits – Phase II, Fabrication

Phase II, Fabrication Task Details

SEARCH will fabricate the design and approved museum exhibits (refer to Museum Exhibits – Phase I, Design). The fabrication will include all acquisition, creation, building, and development of designed and approved museum exhibit elements (static, dynamic, and digital elements), and this budget assumes some cost savings measures have been implemented from the Museum Action Plan. Tasks also include the approval of print proofs, QA/QC of fabricated items, delivery/storage/applicable fees, and general project management.

Phase II, Fabrication Deliverables

- Panels and Signs
- Exhibits (cabinets, cases, etc.)
- Kiosk
- Other Digital Media
- Additional Options, if selected
- Weekly status updates throughout project progression, via email

Phase II, Fabrication Timeline

Total time for completion of this task will be determined by the completion of Phase I, Design and the time necessary for review and approval of the deliverables. The total timeline for Phase II, Fabrication is anticipated not to exceed eight (8) to twelve (12) months, and generally follow the timeline in the table below. Please note that the anticipated time required will be concurrent, not consecutive.

Project Task	Anticipated time required
Panels and Signs	6-8 months
Exhibits	8-10 months
Kiosk	3-4 months
Other Digital Media	4-6 months
Additional Options, if selected	6-8 months

Phase II, Fabrication Pricing

The total price for this task is NTE \$251,500. This cost assumes cost savings options implemented from the Museum Action Plan, and necessary updated and upgrades to design elements (such as current industry standards in materials and electronics). Total price has been updated to reflect 2014 rates (refer to Exhibit B Attachment No. 1) because work on this task is not anticipated until 2014.

The price includes the following:

- All labor and materials for the fabrication of museum exhibits including administration and project management
- All associated costs, fees, and use rights for images and content
- Projection Screen and seating (moveable benches) for orientation theatre
- Transport/delivery and associated insurances for exhibit items to SEARCH facility
- Storage of museum exhibit items prior to Phase III, Installation

Variables that may affect cost for Phase II, Fabrication:

- Approved approach from Museum Action Plan
- Inclusion of additional kiosk information, if requested
- Final decisions on design strategies (e.g., relating to materials, technology, etc.)
- Kiosk design
- Inclusion of artifacts into/onto panels (e.g., real vs. replicated, security, number, and type)
- Updates to puzzles and other interactives
- Type and design of approved cabinetry for accessibility and practicality
- Type and design of approved other digital media

Scope and Pricing for Museum Exhibits – Phase III, Installation

Phase III, Installation Task Details

SEARCH will install the fabricated museum exhibits (refer to Museum Exhibits – Phase II, Fabrication). The installation will include the transport/delivery of exhibit items, installation, and testing/troubleshooting. Modifications, if necessary, will be made during the installation phase. Installation is anticipated to be conducted in stages; scheduling will be coordinated with the Town of Fort Myers Beach and the Mound House staff. This budget assumes some cost savings options have been implemented from the Museum Action Plan.

SEARCH understands the installation phase is a highly-anticipated event, and we expect this work will generate interest by the local residents and visitors. SEARCH will use discretion and refer all inquiries by the public and news media to the appropriate project personnel (Town Manager and/or Mound House staff), as directed.

Phase III, Installation Deliverables

- Delivery and Installation of all museum exhibits (e.g., interior panels, cases, digital elements, exhibits)
- Testing/troubleshooting; modifications, as needed

Phase III, Installation Timeline

Total time for completion of this task will be determined by the completion of Phase II, Fabrication. Installation schedules will be developed in coordination with the Town of Fort Myers Beach and the Mound House staff. Installation is anticipated to be completed in stages. Specific time anticipated for installation is noted below.

Project Task	Anticipated time required
Panels and Signs	1-2 weeks, depending on final number and complexity
Exhibits	4-6 weeks (total) in stages
Kiosk	1 week, installation and troubleshooting as needed
Other Digital Media	2-3 weeks, installation and troubleshooting as needed
Additional Options, if selected	<i>Time requirement to be determined based on options selected</i>

Phase III, Installation Pricing

The total price for this task is NTE \$151,400. This cost assumes cost savings options implemented from the Museum Action Plan. Total price has been updated to reflect 2014 rates (refer to Exhibit B Attachment No. 1) because work on this task is not anticipated until 2014.

The price includes the following:

- All labor, materials, and travel expenses for the installation crew
- Applicable transport costs/insurances for museum exhibits
- Multiple installation trips are accounted for, with varying crew sizes to fit each need

Code of Conduct

Archaeology is a profession, and the privilege of professional practice requires professional morality and professional responsibility, as well as professional competence, on the part of each practitioner.

I. The Archaeologist's Responsibility to the Public

1.1 An archaeologist shall:

- a) Recognize a commitment to represent Archaeology and its research results to the public in a responsible manner;
- b) Actively support conservation of the archaeological resource base;
- c) Be sensitive to, and respect the legitimate concerns of, groups whose culture histories are the subjects of archaeological investigations;
- d) Avoid and discourage exaggerated, misleading, or unwarranted statements about archaeological matters that might induce others to engage in unethical or illegal activity;
- e) Support and comply with the terms of the UNESCO Convention on the means of prohibiting and preventing the illicit import, export, and transfer of ownership of cultural property, as adopted by the General Conference, 14 November 1970, Paris.

1.2 An archaeologist shall not:

- a) Engage in any illegal or unethical conduct involving archaeological matters or knowingly permit the use of his/her name in support of any illegal or unethical activity involving archaeological matters;
- b) Give a professional opinion, make a public report, or give legal testimony involving archaeological matters without being as thoroughly informed as might reasonably be expected;
- c) Engage in conduct involving dishonesty, fraud, deceit or misrepresentation about archaeological matters;
- d) Undertake any research that affects the archaeological resource base for which she/he is not qualified.
- e) Knowingly be involved in the recovery or excavation of artifacts for commercial exploitation, or knowingly be employed by or knowingly contract with an individual or entity who recovers or excavates archaeological artifacts for commercial exploitation.

II. The Archaeologist's Responsibility to Colleagues, Employees, and Students

2.1 An archaeologist shall:

- a) Give appropriate credit for work done by others;
- b) Stay informed and knowledgeable about developments in her/his field or fields of specialization;
- c) Accurately, and without undue delay, prepare and properly disseminate a description of research done and its results;
- d) Communicate and cooperate with colleagues having common professional interests;
- e) Give due respect to colleagues' interests in, and rights to, information about sites, areas, collections, or data where there is a mutual active or potentially active research concern;
- f) Know and comply with all federal, state, and local laws, ordinances, and regulations applicable to her/his archaeological research and activities;
- g) Report knowledge of violations of this Code to proper authorities.
- h) Honor and comply with the spirit and letter of the Register of Professional Archaeologist's Disciplinary Procedures.

2.2 An archaeologist shall not:

- a) Falsely or maliciously attempt to injure the reputation of another archaeologist;
 - b) Commit plagiarism in oral or written communication;
 - c) Undertake research that affects the archaeological resource base unless reasonably prompt, appropriate analysis and reporting can be expected;
 - d) Refuse a reasonable request from a qualified colleague for research data;
 - e) Submit a false or misleading application for registration by the Register of Professional Archaeologists.
-

III. The Archaeologist's Responsibility to Employers and Clients

3.1 An archaeologist shall:

- a) Respect the interests of her/his employer or client, so far as is consistent with the public welfare and this Code and Standards;
- b) Refuse to comply with any request or demand of an employer or client which conflicts with the Code and Standards;
- c) Recommend to employers or clients the employment of other archaeologists or other expert consultants upon encountering archaeological problems beyond her/his own competence;
- d) Exercise reasonable care to prevent her/his employees, colleagues, associates and others whose services are utilized by her/him from revealing or using confidential information. Confidential information means information of a non-archaeological nature gained in the course of employment which the employer or client has requested be held inviolate, or the disclosure of which would be embarrassing or would be likely to be detrimental to the employer or client. Information ceases to be confidential when the employer or client so indicates or when such information becomes publicly known.

3.2 An archaeologist shall not:

- a) Reveal confidential information, unless required by law;
- b) Use confidential information to the disadvantage of the client or employer;
- c) Use confidential information for the advantage of herself/himself or a third person, unless the client consents after full disclosure;
- d) Accept compensation or anything of value for recommending the employment of another archaeologist or other person, unless such compensation or thing of value is fully disclosed to the potential employer or client;
- e) Recommend or participate in any research which does not comply with the requirements of the Standards of Research Performance.

*Reprinted from www.rpanet.org (10.11.2012)

Standards of Research Performance

The research archaeologist has a responsibility to attempt to design and conduct projects that will add to our understanding of past cultures and/or that will develop better theories, methods, or techniques for interpreting the archaeological record, while causing minimal attrition of the archaeological resource base. In the conduct of a research project, the following minimum standards should be followed:

•The archaeologist has a responsibility to prepare adequately for any research project, whether or not in the field. The archaeologist must:

1.1 Assess the adequacy of her/his qualifications for the demands of the project, and minimize inadequacies by acquiring additional expertise, by bringing in associates with the needed qualifications, or by modifying the scope of the project;

1.2 Inform her/him of relevant previous research;

1.3 Develop a scientific plan of research which specifies the objectives of the project, takes into account previous relevant research, employs a suitable methodology, and provides for economical use of the resource base (whether such base consists of an excavation site or of specimens) consistent with the objectives of the project;

1.4 Ensure the availability of adequate and competent staff and support facilities to carry the project to completion and of adequate curatorial facilities for specimens and records;

1.5 Comply with all legal requirements, including, without limitation, obtaining all necessary governmental permits and necessary permission from landowners or other persons;

1.6 Determine whether the project is likely to interfere with the program or projects of other scholars and, if there is such likelihood, initiate negotiations to minimize such interference.

•In conducting research, the archaeologist must follow her/his scientific plan of research, except to the extent that unforeseen circumstances warrant its modification.

• Procedures for field survey or excavation must meet the following minimal standards:

3.1 If specimens are collected, a system for identifying and recording their proveniences must be maintained.

3.2 Uncollected entities such as environmental or cultural features, depositional strata, and the like, must be fully and accurately recorded by appropriate means, and their location recorded.

3.3 The methods employed in data collection must be fully and accurately described. Significant stratigraphic and/or associational relationships among artifacts, other specimens, and cultural and environmental features must also be fully and accurately recorded.

3.4 All records should be intelligible to other archaeologists. If terms lacking commonly held referents are used, they should be clearly defined.

3.5 Insofar as possible, the interests of other researchers should be considered. For example, upper levels of a site should be scientifically excavated and recorded whenever feasible, even if the focus of the project is on underlying levels.

•During accessioning, analysis, and storage of specimens and records in the laboratory, the archaeologist must take precautions to ensure that correlations between the specimens and the field

records are maintained, so that provenience contextual relationships and the like are not confused or obscured.

- **Specimens and research records resulting from a project must be deposited at an institution with permanent curatorial facilities, unless otherwise required by law.**
- **The archaeologist has responsibility for appropriate dissemination of the results of her/his research to the appropriate constituencies with reasonable dispatch.**

6.1 Results reviewed as significant contributions to substantive knowledge of the past or to advancements in theory, method or technique should be disseminated to colleagues and other interested persons by appropriate means such as publications, reports at professional meetings, or letters to colleagues.

6.2 Requests from qualified colleagues for information on research results directly should be honored, if consistent with the researcher's prior rights to publication and with her/his other professional responsibilities.

6.3 Failure to complete a full scholarly report within 10 years after completion of a field project shall be construed as a waiver of an archaeologist's right of primacy with respect to analysis and publication of the data. Upon expiration of such 10-year period, or at such earlier time as the archaeologist shall determine not to publish the results, such data should be made fully accessible to other archaeologists for analysis and publication.

6.4 While contractual obligations in reporting must be respected, archaeologists should not enter into a contract which prohibits the archaeologist from including her or his own interpretations or conclusions in the contractual reports or from a continuing right to use the data after completion of the project.

6.5 Archaeologists have an obligation to accede to reasonable requests for information from the news media.

*Reprinted from: www.rpanet.org (10.10.2012)

EXHIBIT B - COMPENSATION AND METHOD OF PAYMENT
ONGOING ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR

Date: _____, 20__

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 n LS or NTE	If Applicable Indicate (W.I.P.P.)
001	Time & Materials Services (Miscellaneous)	TBD	NTE (TBD)	WIPP
002	Emergency Management Plan	\$ 15,875.04	LS	WIPP
003	Policies & Procedures Manual	\$ 26,266.42	LS	WIPP
004	Landscape Signage Design	\$ 55,101.14	LS	WIPP
005	Landscape Signage Fabrication/Installation	\$ 117,484.79	NTE	WIPP
006	Museum Action Plan	\$ 21,084.78	LS	WIPP
007	Museum Exhibits Design	\$ 165,800.00	NTE	WIPP
008	Museum Exhibits Fabrication	\$ 251,500.00	NTE	WIPP
009	Museum Exhibits Installation	\$ 151,400.00	NTE	WIPP
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 _____, 20__, 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 _____, 20__, entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

**ATTACHMENT NO. 1 TO EXHIBIT B
ONGOING ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR**

Date: _____, 20__

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".

SOUTHEASTERN ARCHAEOLOGICAL RESEARCH, INC.
ATTACHMENT NO. 1 TO EXHIBIT B
ONGOING ARCHAEOLOGICAL SERVICES
RFQ-19-13-PR
CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE
MARCH 20, 2013, WITH FORWARD YEARS' ESCALATED RATES

Project Position or Classification	2013 Hourly Rates	2014 Hourly Rates	2015 Hourly Rates
Senior Project Manager	\$167.63	\$172.66	\$177.84
Senior Principal Investigator	\$120.27	\$123.88	\$127.60
Project Manager	\$91.69	\$94.44	\$97.27
Principal Investigator	\$82.79	\$85.27	\$87.83
Archaeology			
Project Archaeologist	\$64.99	\$66.94	\$68.95
Remote Sensing Archaeologist	\$64.99	\$66.94	\$68.95
Staff Archaeologist	\$52.19	\$53.76	\$55.37
Archaeologist	\$46.23	\$47.62	\$49.05
Archaeological Technician II	\$41.31	\$42.55	\$43.83
Laboratory Director	\$64.99	\$66.94	\$68.95
Laboratory Technician II	\$41.31	\$42.55	\$43.83
Laboratory Technician I	\$39.34	\$40.52	\$41.74
Maritime Archaeology			
Maritime Remote Sensing Archaeologist	\$64.99	\$66.94	\$68.95
Maritime Conservator	\$64.99	\$66.94	\$68.95
Maritime Historian	\$64.99	\$66.94	\$68.95
Staff Maritime Specialist	\$52.19	\$53.76	\$55.37
Maritime Specialist	\$46.23	\$47.62	\$49.05
Architectural History & History			
Historic Architect	\$167.63	\$172.66	\$177.84
Architectural Historian	\$64.99	\$66.94	\$68.95
Historian	\$64.99	\$66.94	\$68.95
Historical Technician II	\$42.99	\$44.28	\$45.61
Cultural Ethnography			
Ethnographer	\$64.99	\$66.94	\$68.95
Staff Ethnographer	\$52.19	\$53.76	\$55.37
Ethnography Technician III	\$42.99	\$44.28	\$45.61
Public Interpretation			
Senior Public Interpretation Specialist	\$64.99	\$66.94	\$68.95
Public Interpretation Specialist	\$46.23	\$47.62	\$49.05
Public Interpretation Technician II	\$41.31	\$42.55	\$43.83
Contract Manager	\$167.63	\$172.66	\$177.84
Quality Control Program Manager	\$167.63	\$172.66	\$177.84
Health & Safety Officer	\$64.99	\$66.94	\$68.95
Senior GIS Specialist	\$64.99	\$66.94	\$68.95
Graphic Artist	\$64.99	\$66.94	\$68.95
Illustrator	\$64.99	\$66.94	\$68.95
Technical Editor	\$64.99	\$66.94	\$68.95
Staff Administrative Specialist	\$52.19	\$53.76	\$55.37
Report Formatter	\$52.19	\$53.76	\$55.37

Forward years' rates are based on 3% escalation

Attachment No. 2 to Exhibit B, page 2
Additional Non-Personnel Reimbursable Expenses and Costs

OTHER DIRECT COSTS*	Unit	Rate
Field Supplies	Week	\$ 100.00
Health & Safety Supplies	Project	\$ 100.00
Laboratory Supplies	Project	\$ 100.00
Curation (facility fee/archival supplies/shipping)	Box	\$ 400.00
Printing/Duplication (b/w)	Page	\$ 0.10
Printing/Duplication (color)	Page	\$ 0.50
Shipping	Letter	\$ 17.00
Shipping	Package	\$ 35.00
Shipping	Box	\$ 70.00
Small Report (0-50 pages)	Each	\$ 50.00
Medium Report (50-150 pages)	Each	\$ 100.00
Large Report (150-300 pages)	Each	\$ 200.00
Compact Disks	CD	\$ 5.00
Other Direct Costs as required by Scope of Services	Each	Actual Cost

*Subject to G&A, Fee

SUBCONSULTANTS & TESTS* (if/as needed)	Unit	Rate
Subconsultant (TBD) on Lump Sum basis	LS	Actual Cost
Subconsultant (TBD) on NTE basis	NTE	Actual Cost
Subconsultant (TBD) on T&M basis	T&M	Actual Cost
Soils Analysis	Each	\$ 300.00
Radiocarbon Dating	Each	\$ 375.00
Accelerated C14 Dating	Each	\$ 595.00
Bone Collagen Extraction for Acc C14	Each	\$ 90.00
Thermoluminescence Dating	Each	\$ 50.00
Archaeomagnetic Dating	Each	\$ 50.00
Oxidizable Carbon Ratio Dating	Each	\$ 50.00

*Subject to G&A, Fee

TRAVEL	Unit	Rate
Per Diem Arrival Day	Day	\$ GSA
Per Diem Full Day	Day	\$ GSA
Per Diem Departure Day	Day	\$ GSA
Airfare (with taxes and baggage fees)	RT	Actual Cost
Rental Vehicle	Day	Actual Cost
Rental Vehicle Fuel	Fill Up	Actual Cost
Mileage (Round Trip)*	Mile	\$ 0.56
Mileage (Daily/Vicinity)	Mile	\$ 0.56
Rental Vessel (boat/fuel/dockage)	Day	Actual Cost

*Mileage reimbursement for use of SEARCH Vehicle or POV will be based on personnel's point of departure such as Gainesville, Tampa, or Naples, and may exceed 50 miles one-way.

**EXHIBIT D - CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S)
ONGOING ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR**

Date: _____, 20__

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 ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR

Date: _____, 20__

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 ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR

Date: _____, 20__

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 ARCHAEOLOGICAL SERVICES (RFQ-12-13-PR)

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 _____, 20__, 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 ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR**

Date: _____, 20__

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.)

(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

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 ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR

Date: _____, 20__

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.
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 _____

My Commission expires _____
(Type of Identification)

(Printed typed or stamped commissioned name of notary public)

(Rev. 3/20/07)

EXHIBIT J – AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Date: _____, 20__

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 THE TOWN OF FORT MYERS BEACH.**

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 ARCHAEOLOGICAL SERVICES
RFQ-12-13-PR

Date: _____, 20__

I, the undersigned, _____, am an employee of
_____, the Town's provider of Professional Services for the Town of Fort
Myers 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
