

**PROFESSIONAL SERVICES AGREEMENT**

THIS IS AN AGREEMENT made this 10<sup>th</sup> day of July, 2019, between CITY OF SANIBEL ("OWNER") and ADG Architecture, LLC ("CONSULTANT").

OWNER and CONSULTANT in consideration of their mutual covenants herein agree as follows:

**SECTION 1 – GENERAL**

**Term of Agreement:**

The term of this agreement shall be from July 16, 2019 to July 16, 2024. This Agreement may be renewed for ONE additional TWO year term by OWNER, upon agreement of CONSULTANT, in writing under the same terms and conditions set forth below.

**Standard of Care:**

CONSULTANT shall perform for or furnish to OWNER architectural engineering services for the assigned tasks or projects to which this Agreement applies as hereinafter provided and as set forth in Exhibit "B", Scope of Services. CONSULTANT shall serve as OWNER's prime architectural representative for the tasks or projects assigned to CONSULTANT by OWNER from time to time for purposes of providing architectural consultation and advice with respect thereto. CONSULTANT may, with written approval of the City Public Works Director, employ such Sub-Consultants as CONSULTANT deems necessary to assist in the performance or furnishing of professional surveying, engineering and related services hereunder. CONSULTANT shall not be required to employ any Sub-Consultant unacceptable to CONSULTANT.

The standard of care for all architectural and related services performed or furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of CONSULTANT's profession practicing under similar conditions at the same time and in the same locality. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services.

**Definitions:**

Whenever used in this Agreement, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

**Agreement:** Agreement means this Agreement for Professional Services between OWNER and CONSULTANT for the professional services of CONSULTANT including exhibits listed in Section 5 of this Agreement.

**Services:** The services to be performed for or furnished to OWNER by CONSULTANT described in Exhibit B, (Scope of Services) of this Agreement.

**Contractor:** The person or entity with whom OWNER enters into a written agreement covering construction work to be performed or furnished with respect to any task or project.

**CONSULTANT's Sub-Consultant:** The person or entity having a contract with CONSULTANT to perform or furnish services as CONSULTANT's independent professional associate or consultant.

**Reimbursable Expenses:** The expenses incurred directly in connection with the performance or furnishing of services for any assigned task or project for which OWNER shall pay CONSULTANT.

## **SECTION 2 – PAYMENTS TO CONSULTANT FOR SERVICES AND REIMBURSABLE EXPENSES**

### **Compensation:**

For CONSULTANT's services. OWNER shall pay CONSULTANT for services performed or furnished on the basis set forth in Exhibit A ("Hourly Rate Schedule")

For Sub-Consultant's services. OWNER shall pay CONSULTANT for services performed or furnished by CONSULTANT's Sub-consultants which have been approved, in advance, by the City's Public Works Director.

For Reimbursable Expenses. In addition to payments provided for CONSULTANT and CONSULTANT's Sub-Consultants, OWNER shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT.

Any single reimbursable expense which exceeds \$500 shall be approved in advance, in writing, by the City's Public Works Director.

### **Invoices:**

Invoices for CONSULTANT's services, Sub-Consultants and Reimbursable Expenses will be prepared in accordance with CONSULTANT's standard invoicing practices and will be submitted to OWNER by CONSULTANT. Invoices will be paid in accordance with the OWNER's Prompt Payment Policy.

### **Other Provisions Concerning Payments:**

Unpaid Invoices. If OWNER fails to make any payment due to CONSULTANT for services and expenses in accordance with the OWNER's Prompt Payment Policy, CONSULTANT may, after giving seven day's written notice to OWNER, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the OWNER or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses authorized by this Agreement and directly relating to the services performed prior to termination.

Records of CONSULTANT's costs pertinent to CONSULTANT's compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to OWNER at no cost on request prior to final payment for CONSULTANT's services. Additionally, documentation supporting reimbursable expenses shall be provided to OWNER with each expense reimbursement request.

## **SECTION 3 – OWNER'S RESPONSIBILITIES**

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OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT and shall bear all costs incident thereto: Designate in writing a person to act as OWNER's representative with respect to the services to be performed or furnished by CONSULTANT under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to CONSULTANT's services for the project.

Provide all criteria and full information as to OWNER's requirements for the project, including design objectives and constraints.

Assist CONSULTANT by placing at CONSULTANT's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

OWNER shall be responsible for, and CONSULTANT may rely upon, the accuracy and completeness of all reports, data and other information furnished to CONSULTANT by OWNER. CONSULTANT may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by CONSULTANT (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render in writing decisions pertaining thereto.

Obtain, secure and make application for any and all forms of permits and/or approvals which might be necessary for the design and/or construction of the assigned projects as described herein. Pay directly to government authorities for all permit applications. Notwithstanding any other provision herein to the contrary, it is expressly understood by and between the parties hereto, while the CONSULTANT may, according to the Scope of Services, have duties and/or responsibilities with respect to the assembly of data and/or completion of forms associated with applications for permits and/or approvals, it is expressly understood that the OWNER is solely responsible for the ultimate acquisition of any and all such permits and/or approvals. Notwithstanding any other provision herein to the contrary, the Scope of Services described herein, and/or as otherwise discussed by and between the parties to the Agreement, the following services constitute *Excluded Services*:

Noting, monitoring and/or advising the OWNER of any deadlines, expiration dates, limitations, and/or any/all forms of permits and/or approvals which might reasonably be necessary for the design and/or construction of the OWNER's assigned projects.

Provide, as may be required for the project: Accounting, bond and financial advisory, independent cost estimating and insurance counseling services; and such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the project.

#### **SECTION 4 – GENERAL CONSIDERATIONS**

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The obligation to provide further services under this Agreement may be terminated:

For Cause, by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure, provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

By CONSULTANT:

Upon seven days' written notice if CONSULTANT believes that CONSULTANT is being requested by OWNER to furnish or perform services contrary to CONSULTANT's responsibilities as a licensed design professional; or upon seven days' written notice if the CONSULTANT's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond CONSULTANT's control; or upon assignment of this agreement or transfer of the project by OWNER to any other entity without the prior written consent of CONSULTANT or upon material changes in the conditions under which this agreement was entered into, the scope or services or the nature of the project and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes. In the case of termination by CONSULTANT, CONSULTANT shall have no liability to OWNER on account of such termination.

By OWNER:

For convenience upon seven (7) days written notice to CONSULTANT, effective upon the receipt of OWNER's notice by CONSULTANT.

**Reuse of Documents:**

All documents including Drawings and Specifications provided or furnished by CONSULTANT (or CONSULTANT's Sub-Consultants) pursuant to this Agreement in respect to any project shall be owned by and the property of the OWNER provided CONSULTANT has been paid in full pursuant to this Agreement for CONSULTANT'S architectural services. Such documents are not intended or represented to be suitable for use, reuse or modification by OWNER or others on extensions of the Project or on any other project. Any use, reuse, or modification without written verification or adaptation by CONSULTANT and CONSULTANT's Sub-Consultants, as appropriate, for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's Sub-Consultants.

**Insurance:**

CONSULTANT shall maintain the following minimum insurance types and limits. Any Sub-Consultant retained by CONSULTANT pursuant to this Agreement shall also maintain the following insurance types and limits unless reduced or alternative minimum insurance types and limits are approved by OWNER, in writing.

1. Worker's Compensation: Statutory Limits

E.L. Each Accident \$ 500,000  
E.L. Disease – Each Employee \$ 500,000  
E.L. Disease – Policy Limit \$ 500,000

2. General Liability (Occurrence):

Each Occurrence \$ 1,000,000  
Fire Damage (any one fire) \$ 50,000  
Medical Expense (any one person) \$ 5,000  
Personal & Adv. Injury \$ 1,000,000  
General Aggregate \$ 1,000,000  
Products Completion \$ 1,000,000

3. Excess Umbrella Liability:

Each Occurrence: \$ 1,000,000  
Aggregate: \$ 1,000,000

4. Automobile Liability:

Combined Single Limit  
Each Accident \$ 1,000,000

5. Professional Liability (Claims-made) \$ 1,000,000

At any time OWNER may request that CONSULTANT, at OWNER's sole expense, provide additional insurance coverage, different limits or revised deductibles excess of those specified in this Agreement. If so requested by OWNER, and if commercially available, CONSULTANT shall obtain and shall require CONSULTANT's Sub-Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by OWNER, at OWNER's sole expense, and this Agreement will be supplemented to incorporate these requirements.

**Dispute Resolution:**

OWNER and CONSULTANT agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both OWNER and CONSULTANT prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the OWNER and CONSULTANT.

**Controlling Law:**

This Agreement is to be governed by the laws of the State of Florida. In the event of any litigation between OWNER and CONSULTANT arising out of this Agreement, OWNER and CONSULTANT agree that the same shall be filed in the appropriate Florida state court having jurisdiction of the amount in controversy in Lee County, Florida.

**Expenses of Litigation:**

In the event of litigation between OWNER and CONSULTANT in any way related to or concerning this Agreement, the prevailing party shall be entitled to recover its reasonable costs, expenses, and attorneys' fees from the non-prevailing party, through trial and through any appeal.

**Successors and Assigns:**

OWNER and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of OWNER and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither OWNER nor CONSULTANT may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by CONSULTANT to any Contractor, Subcontractor, Supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than OWNER and CONSULTANT.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party, unless agreed in writing by OWNER and CONSULTANT. The OWNER agrees that the substance of the provisions of this paragraph shall appear in the Contract Documents.

**Public Records:**

Unless specifically exempted by Florida law, in whole or in part, Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**Notices:**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

**Severability:**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SECTION 5 – EXHIBITS**

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This Agreement is subject to the provisions of the following Exhibit which is attached to and made a part of the Agreement:

Exhibit A “Rate Schedule”

Exhibit B “Scope of Services”

This Agreement (consisting of pages 1 to 7, and including Exhibits A and B identified above) constitutes the entire Agreement between OWNER and CONSULTANT and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument signed by OWNER and CONSULTANT.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement to be effective as of the date first above written.

OWNER:

CITY OF SANIBEL



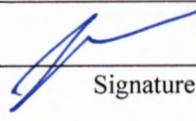
Signature

By: Judith A. Zimomra

Title City Manager

CONSULTANT:

ADG Architecture, LLC



Signature

By: Robert T. Taylor

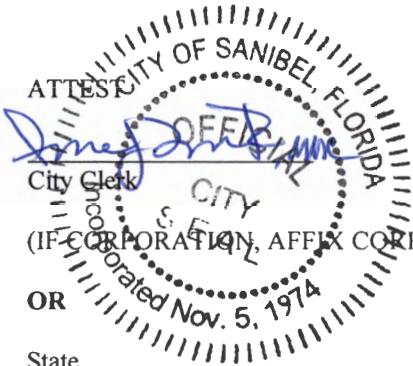
Title President

Address for giving notices:

City of Sanibel Department of Public Works  
800 Dunlop Road  
Sanibel, Florida 33957-4096  
Phone (239) 472-6397  
Fax (239) 472-6041

Address for giving notices:

ADG Architecture, LLC  
3820 Colonial Blvd, Suite 100  
Fort Myers, Florida 33966  
Phone (239) 277-0554  
E-Mail: BobT@alliancedesigngroup.com



City Clerk *CITY* DA  
(IF CORPORATION, AFFIX CORPORATE SEAL)

OR *Entered Nov 5 1974*

### State

County \_\_\_\_\_

## Notary Public

Name typed, printed or stamped

(Seal)

Approved as to form:

### APPROVED FINANCIAL SUFFICIENCY

Steven C. Chaipel, Finance Director



### Hourly Rate Schedule

Principal Architect	\$180.00
Principal Engineer	\$160.00
Staff Architect/Engineer	\$115.00
Architectural Designer	\$100.00
Project Manager	\$100.00
Interior Designer/Director	\$115.00
Staff Interior Designer	\$ 80.00
Senior CADD/Draftsperson	\$ 75.00
CADD/Draftsperson	\$ 65.00
Junior CADD/Draftsperson	\$ 60.00
Interior Design Technician	\$ 60.00
Clerical	\$ 55.00

Rates shall increase 5% per annum from date of contract

### **REPRODUCTIONS AND REIMBURSABLE EXPENSES**

Special consultants/Engineering, Consultant Fees	Cost + 10%
Telephone or Fax (long distance)	Cost + 10% (minimum, \$2.50)
Postage	Cost + 10%
Commercial Travel	Cost + 10%
Automobile Travel, beyond Lee – Charlotte County	\$0.56 per mile
Photocopies, Standard	\$0.15 per page (8 1/2" x 11")
Photocopies, Standard	\$0.20 per page (8 1/2" x 14")
Photocopies, Standard	\$0.30 per page (11" x 17")
Color Photocopies	\$2.50 per page (8 1/2" x 11")
Color Photocopies	\$3.00 per page (8 1/2" x 14")
Xerographic Bond Reproductions	\$2.00 per 24" x 36" drawing
Translucent Bond Reproductions	\$3.00 per 30" x 42" drawing
Vellum Reproductions	\$7.00 per 24" x 36" drawing
Standard Courier Service	\$8.00 per 30" x 42" drawing
Overnight Delivery	\$8.00 per 24" x 36" drawing
Drawing or Electronic Files	\$12.00 per 30" x 42" drawing
	Cost + 10%
	Cost + 10%
	\$75.00 per sheet for CD-ROM disk or flash drive
	\$35.00 per sheet for files delivered via e-mail



ATLAS SAFETY & SECURITY DESIGN, INC.

**Hourly Rate Schedule**

Security / CPTED Consultant \$275.00

## RATE SCHEDULE

For

David Douglas Associates, Inc.

As of January 1, 2019

OUR ENGINEERS AND OFFICE FEES ARE AS FOLLOWS:

### ENGINEERING & OFFICE PERSONNEL

PRINCIPAL .....	\$220.00 PER HOUR
CHIEF ENGINEER.....	\$195.00 PER HOUR
SENIOR PROJECT MANAGER.....	\$175.00 PER HOUR
PROJECT MANAGER .....	\$165.00 PER HOUR
SENIOR ENGINEER II.....	\$165.00 PER HOUR
SENIOR ENGINEER.....	\$135.00 PER HOUR
SENIOR PLANNER II.....	\$135.00 PER HOUR
SENIOR PLANNER.....	\$120.00 PER HOUR
DESIGN ENGINEER.....	\$125.00 PER HOUR
SENIOR DESIGNER II.....	\$135.00 PER HOUR
SENIOR DESIGNER.....	\$115.00 PER HOUR
FIELD INSPECTOR II .....	\$105.00 PER HOUR
FIELD INSPECTOR .....	\$ 95.00 PER HOUR
SENIOR TECHNICIAN.....	\$ 90.00 PER HOUR
CADD TECHNICIAN .....	\$ 80.00 PER HOUR
ADMINISTRATION II.....	\$ 90.00 PER HOUR
ADMINISTRATION.....	\$ 65.00 PER HOUR

### SUPPLIES AND RENTAL EQUIPMENT:

24" X 36" PRINTS B/W.....	\$ 3.00 EACH
24" X 36" PRINTS COLOR.....	\$20.00 EACH
18" X 24" PRINTS B/W.....	\$ 2.50 EACH
18" X 24" PRINTS COLOR.....	\$12.00 EACH
11" X 17" PRINTS B/W.....	\$ 1.25 EACH
11" X 17" PRINTS COLOR.....	\$ 4.00 EACH
8 1/2" X 14" PRINTS B/W .....	\$ 0.50 EACH
8 1/2" X 14" PRINTS COLOR .....	\$ 3.00 EACH
8 1/2" X 11" PRINTS B/W.....	\$ 0.25 EACH
8 1/2" X 11" PRINTS COLOR.....	\$ 2.50 EACH
BOAT & OUTBOARD.....	\$ 250.00 DAY

OVERNIGHT TRAVEL EXPENSES AT DIRECT COST

VEHICLE TRAVEL ALLOWANCE IRS STANDARD MILEAGE RATES

2019 - 58 CENTS

OVERNIGHT SHIPPING EXPENSE AT DIRECT COST PLUS 10%

OUTSIDE PRINTING SERVICES DIRECT COST PLUS 10%

PERMIT FEES AT DIRECT COST PLUS 20%

COURT TESTIMONY OF PROFESSIONAL ENGINEER.... \$295.00 PER HOUR



### **Rate Schedule**

#### **Consulting Services:**

➤ Principal	\$140.00 per hour
➤ Senior Landscape Architect	\$140.00 per hour
➤ Project Mgr.	\$140.00 per hour
➤ Planner	\$125.00 per hour
➤ Landscape Architect	\$100.00 per hour
➤ Biologist/Ecologist	\$100.00 per hour
➤ Designer	\$ 80.00 per hour
➤ Researcher/CADD	\$ 65.00 per hour
➤ Project Support	\$ 50.00 per hour
➤ Delivery	\$ 25.00 per hour

#### **Reimbursable Expenses:**

➤ In-house blueprints	\$1.50 per sheet
➤ Printing	Cost + 10%
➤ Photography	Cost + 10%
➤ Reproductions	Cost + 10%
➤ Postage, Telephone, Fax	Cost + 10%
➤ Federal Express, etc.	Cost + 10%
➤ Travel	.58 cents per mile
➤ Photocopies	.25 cents each



**TKW CONSULTING ENGINEERS, INC.**  
**2019 Standard Hourly Rates**  
(Subject to revision January 1, 2020)

<b>Classification</b>	<b>Billing Rate</b>	<b>ASCE Professional Grade</b>
<b>Project Management</b>		
Officer Special Consulting	\$360	Grade VIII
Principal-in-Charge / Program Manager	\$240	Grade VIII
Senior Project Manager	\$225	Grade VII
Project Manager II	\$195	Grade VI
Project Manager I	\$150	
<b>Professional Engineers and Technicians</b>		
Principal Engineer (PE)	\$225	Grade VII
Senior Engineer II (PE)	\$195	Grade VI
Senior Engineer I (PE)	\$175	Grade V
Project Engineer (PE)	\$150	Grade IV
Assistant Engineer III (EI)	\$120	Grade III
Assistant Engineer II (EI)	\$110	Grade II
Assistant Engineer I (Graduate Engineer)	\$100	Grade I
Senior GIS Specialist	\$120	
Senior Designer / 3D CADD / BIM Technician	\$120	
Designer	\$105	
CADD Technician	\$100	
Permitting Technician	\$115	
Expert Testimony	\$425	
<b>Administrative Support</b>		
Contracts Administrator	\$95	
Administrative Assistant	\$80	
Clerical Support	\$65	
<b>Construction Administration / Inspection Services</b>		
Senior RPR	\$135	
Resident Project Representative (RPR)	\$125	
Building / Threshold Inspector	\$115	
Construction Inspector II	\$100	
Construction Inspector I	\$95	
<b>SUBCONSULTANT PROFESSIONAL FEES</b>		Actual Cost + 10%
<b>DIRECT PROJECT COSTS</b>		Actual Cost + 10%
<b>APPROVED TRAVEL EXPENSES:</b>		
	Mileage	Current IRS Rate
	Transportation, Meals, Lodging	Actual Cost

Hourly services will be invoiced as provided. Negotiated lump sum profession fees will be invoiced monthly based on the % of the work completed at the time of the invoice statement. Payment due within 30 days of the date of the invoice. Past due invoices shall be subject to finance charges of 1.5% per month simple interest on unpaid balances.



**TLC Standard Hourly Rates**  
Professional Engineering Services  
March 20, 2019

**TLC Engineering Solutions, Inc.**

BILLING FACTOR	DESIGNATION	BILLING RATES
6	Director	\$ 205
5	Senior Engineer, Manager	175
4	Project Engineer, Manager	150
3	Engineer, Specialist	120
2	Graduate Engineer, Designer, Administrative Secretary	95
1	Technician, Secretary, Intern, Clerical	70

Rates subject to change with 30 days prior notice.

Forensic Engineering and Special Consulting – 1.5 to 2.0 times normal billing rate

## EXHIBIT “B”

The scope of services includes, but is not limited to the following:

### GENERAL ARCHITECTURAL ENGINEERING SERVICES:

General architectural engineering services include attendance at meetings, review of materials, permitting services negotiations of various kinds, staff assistance, miscellaneous architectural and other functions relating to the police wing rehabilitation project, building facilities, miscellaneous structures and additional city infrastructure.

### STUDY AND REPORT SERVICES:

Study and report services consist of facility studies, investigations and studies and preparation of architectural engineering and financial reports and cost estimates pertaining to a variety of specific assignments as may be authorized by the City from time to time.

### SUPPLEMENTARY AND SPECIAL SERVICES:

Supplementary and special services as may be authorized by the City from time to time, such as feasibility studies, new construction, building expansion and remodeling/rehabilitation.

The CONSULTANT will be required to interact with the Sanibel City Council and Planning Commission, City committees, City staff, other governmental regulatory and permitting agencies, and the public on an as needed basis. Presentations before City Council and Planning Commission may be necessary, along with legal testimony as required.

## **Memorandum**

DATE: July 16, 2019

TO: City Council

THROUGH: City Manager Judie Zimomra

FROM: Public Works Director Keith Williams

RE: Architectural Engineering Services

RECOMMENDATION: Approve Agreement for Architectural Engineering Services with ADG Architecture, LLC and authorize the City Manager to execute the agreements.

The City published a request for proposals in the Fort Myers News-Press for Architectural Services following the Consultant's Competitive Negotiations Act requirements. The proposed work would involve providing Architectural Engineering Services to the city for the police wing rehabilitation project and similar projects under a 5-year agreement with an option to extend agreements with ADG Architecture, LLC for an additional two years.

At its June 4, 2019 meeting, City Council authorized the City Manager to negotiate an agreement with ADG Architecture, LLC which had been the top-ranked firm utilizing CCNA selection procedures. The negotiations resulted in the attached agreements which are presented for your review. The terms of the proposed agreements are 5 years with 1 optional 2 year extension.

Staff recommends that City Council approve the Agreements for Architectural Engineering Services with ADG Architecture, LLC. and authorize the City Manager to execute the agreement.

cc: Finance Director Steve Chaipel  
City Attorney John Agnew