

THIS AGREEMENT (“Agreement”), is made and entered into this 3rd day of May 2023 (“Effective Date”) by and between the Village of Estero, a Florida municipal corporation, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, (“Village”) and RVi Planning + Landscape Architecture, Inc. (“Service Provider”) whose address is 28100 Bonita Grande Drive, Suite 305, Bonita Springs, FL 34135, as follows:

WITNESSETH

WHEREAS, the Village has determined that supplemental staffing services on an annual basis for project management, landscape architecture, land planning, community outreach, transportation, structural, lighting and drainage engineering, as well as architectural services; and

WHEREAS, these services have been competitively solicited through Request for Qualifications RFQ 2023-01 (“RFQ”) in accordance with Florida Statutes 287.055, and all other applicable laws and Village procurement regulations; and

WHEREAS, the Service Provider submitted their Qualifications and Proposal in response to the RFQ, and the Village’s evaluation committee determined that Service Provider is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of the RFQ; and

WHEREAS, the Parties subsequently negotiated the terms of this Agreement which has been approved by the Village Council.

NOW, THEREFORE, the Village and the Service Provider, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

CONTRACT DOCUMENTS; PRECEDENCE

- 1.1. This Agreement shall consist of the following Contract Documents (each of which are incorporated by reference and made a part hereof):
 - a. This Agreement.
 - b. All Addenda issued subsequent to the RFQ.
 - c. The RFQ, including all attachments thereto.
 - d. The Service Provider’s Qualifications and Proposal.
- 1.2 In the event of any conflict between the Contract Documents, the document earlier listed above shall prevail over any later listed document.

ARTICLE 2.

SCOPE OF SERVICES

2.1. Service Provider agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the “Scope of Services.”

2.2. Service Provider agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Service Provider will

make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

ARTICLE 3.
COMPENSATION AND PAYMENT OF SERVICE PROVIDER'S SERVICES

3.1. Village will pay Service Provider for those services performed by Service Provider.

3.2. Payment for services rendered by Service Provider will be made on a monthly basis. Service Provider shall submit a monthly invoice with the hours spent on all work performed with accompanying charges based upon the agreed upon hourly rates. Services completed will be subject to review and approval by the Village Manager or his or her designee.

3.3. Service Provider must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Service Provider. When hourly billing is utilized, Service Provider must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Service Provider acknowledges that each billing must be reviewed and approved by the Village Manager or his designee.

3.5. Village will pay Service Provider's monthly billings and will follow the dispute resolution procedures set forth in Florida Statutes 218.70 through 218.80, the Local Government Prompt Payment Act. Service Provider will be entitled to payment of any portion of a billing not in dispute.

3.6. It is expressly understood by the Village and the Service Provider that funding for any successive fiscal years may be contingent upon appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Service Provider or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4.
SERVICE PROVIDER'S RESPONSIBILITIES

4.1. Service Provider will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services in the same location, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Service Provider, in

writing, to be possessed by Service Provider, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Service Provider's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Service Provider.

4.2. Service Provider will be solely responsible for providing its own office space and business equipment, including any vehicles necessary for the performance of the work of its staff assigned to perform work under this Agreement, and for paying all expenses it or its employees incurred while performing the services including, but not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment technology equipment and software; and any applicable insurance premiums.

4.3. Service Provider will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Service Provider or any subconsultant or subcontractor engaged by Service Provider for one year after the completion of Service Provider's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Service Provider's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Service Provider will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Service Provider.

4.5. Service Provider will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Service Provider to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5.

OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Service Provider's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Service Provider agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2021 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Service Provider.

6.2. The Village will furnish to Service Provider, upon request of Service Provider and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Service Provider will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Service Provider to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Service Provider to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Service Provider in a timely manner so as to not delay the process of the Service Provider.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the Effective Date and year first written above and shall be continued until superseded by a subsequent Village agreement, or terminated in accordance herewith.

7.2. A Party may terminate this agreement at any time upon thirty (30) calendar days written notice to the other Party. In the event the Village terminates this agreement, the Service Provider must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Service Provider in connection with its services. The Village will, upon receipt of the aforementioned documents, pay any undisputed invoices of the Services Provider.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Service Provider: RVi Planning + Landscape Village: Steve Sarkozy
Architecture via Alexis Crespo, AICP, LEED AP

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT; SUBCONTRACTING

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Service Provider without the prior written consent of the Village. Further, no portion of work assigned to Service Provider under this Agreement may be performed by subcontractors or subconsultants without the express prior written approval by the Village Manager of such subcontracting. In the event the Village authorizes subcontracting, Service Provider shall remain fully responsible and liable for all such subcontracted work, and Service Provider shall ensure that any subcontractor maintains the same insurance coverage as are required herein, and are bound to perform the work in the same manner and to the same standards as the Service Provider is required to perform under this Agreement.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Service Provider and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written Amendment executed by both Parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Service Provider is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Service Provider or any of Service Provider's employees, except as herein set forth, and Service Provider expressly warrants not to represent at any time or in any manner that Service Provider or any of Service Provider's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Service Provider is, and will remain at all times remain, a wholly independent contractor and that Service Provider's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Service Provider will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Service Provider's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of three (3) years after completion of the services. Prior to destruction of any records, the Service Provider will notify the Village and deliver to the Village any records the Village requests. Service Provider will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Service Provider and the subconsultant or subcontractor.

13.2. If the records are unavailable locally, it will be the Service Provider's responsibility to insure that all required records are provided at the Service Provider's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Public Records Act Compliance. The Service Provider shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes 119.0701. Pursuant to that statute, the Consultant shall:

(a) Keep and maintain public records required by the Village to perform the Services provided hereunder.

(b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for

the duration of the term of this Agreement and following completion of this Agreement if the Service Provider does not transfer the records to the Village.

(d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Service Provider or keep and maintain public records required by the Village to perform the service. If the Service Provider transfers all public records to the Village upon completion of the Agreement, the Service Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Service Provider keeps and maintains public records upon completion of the Agreement, it shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Service Provider fails to comply with the requirements in this Section, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Service Provider fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

**ARTICLE 14.
INDEMNIFICATION**

14.1. Service Provider will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including reasonable attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, to the extent caused by any negligent or intentional act, error, omission, or default of Service Provider or Service Provider's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Service Provider must maintain during the term of this Agreement the insurance policies, at the associated policy limits, as are set forth in Exhibit C of this Agreement.

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. Immigration Compliance; E-Verify. Service Provider acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Service Provider's employment of unauthorized aliens is a violation of 274(e) of the Federal Immigration and Employment Act. The Service Provider shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes 448.095(2), Service Provider shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Service Provider's contract with the Village cannot be renewed unless, at the time of renewal, Service Provider certifies in writing to the Village that it has registered with and uses the E-Verify system. If Service Provider enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Service Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Service Provider shall maintain a copy of such affidavit for the duration of the contract. If Service Provider develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Service Provider shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Service Provider has knowingly violated Florida Statutes 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws of Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Service Provider has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Service Provider will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Service Provider will incorporate the terms of this section into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

16.1. Service Provider certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Service Provider any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.
MISCELLANEOUS PROVISIONS

17.1. The Parties represent and warrant to each other that this Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms, and that the execution and performance of the Agreement (i) does not breach any agreement of such Party with any third party, (ii) does not violate any law, rule or regulation, (iii) is within its organizational powers, and (iv) has been authorized by all necessary action of such Party.

17.2. Each Party to this Agreement further represents and warrants that all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the Party on whose behalf he or she is executing.

17.3 No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of one Party at any time to require performance by the other Party of any term in this Agreement shall in no way affect the right of the demanding Party thereafter to enforce same. Nor shall waiver by one Party of any breach of any term of this Agreement by the other Party be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the Party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

17.4 The laws of the State of Florida shall govern the rights, obligations, duties and liabilities of the Parties to this Agreement and shall govern the interpretation of this Agreement. Any and all legal or equitable actions necessary to enforce this Agreement shall be held and maintained solely in the state and federal courts in and for Lee County, Florida. Venue shall lie exclusively in Lee County.

17.5 In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorney's fees and costs, including any fees incurred on appeal, regardless of the resolution of the case or appeal(s).

17.6 The Service Provider shall at all times comply with all laws now in effect or hereafter enacted, which are applicable in any way to the Service Provider's officers, employees, agents, or subcontractors, or the delivery of the Service Provider's Services to the Village.

17.7 Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it be understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

17.8 This Agreement only provides rights and remedies for the Client and Consultant. Notwithstanding anything else contained herein, this Agreement does not provide any rights or remedies for any other Person. There are no third-party beneficiaries under this Agreement.

17.9 Pursuant to Florida Statutes 287.135, the Service Provider is not eligible to enter into, or renew, this Agreement if:

(i) The Service Provider is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes 215.473);

(ii) The Service Provider engages in business operations in Cuba or Syria; or

(iii) The Service Provider is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes 215.4725), or is engaged in a boycott of Israel.

17.10 By entering into this Agreement, the Service Provider certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Service Provider acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Service Provider shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Client within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Service Provider has submitted a false certification or that Service Provider is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this agreement and seek a civil penalty and other damages and relief against the Service Provider, pursuant to Florida Statutes 287.135. In addition, the Village may pursue any and all other legal remedies against the Service Provider.

17.11 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 18.
TRUTH-IN-NEGOTIATION CERTIFICATE

If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Service Provider shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused the execution of this Agreement by their respective authorized officers as of the Effective Date.

RVi PLANNING + LANDSCAPE
ARCHITECTURE, INC.



Alexis Crespo, AICP, LEED AP,
Vice President of Planning

VILLAGE OF ESTERO

Steve Sarkozy, Village Manager

Exhibit List:

- Exhibit A – Scope of Services
- Exhibit B – Pricing Proposal
- Exhibit C – Insurance Requirements

EXHIBIT A

SUPPLEMENTAL STAFFING SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide supplemental staffing services on an as requested basis.

B. SCOPE OF SERVICES

Staffing positions shall include but are not limited to the following: Project Manager, Landscape Architect, Planner, Engineer, Community Outreach, Transportation Engineer, Drainage Engineer, Architect, and Lighting Engineer/Expert.

C. SCHEDULE

As scheduled and requested.

D. COMPENSATION

To Be Determined on an engagement-by-engagement basis (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

To Be Determined on an engagement-by-engagement basis.

EXHIBIT C
INSURANCE REQUIREMENTS

As per attached.

VILLAGE OF ESTERO, FLORIDA

MAJOR INSURANCE REQUIREMENTS

WITH PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Minimum Insurance Requirements: *Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

- d. Errors and Omissions - Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

\$1,000,000 combined single limit (CSL) of BI and PD

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:

Village of Estero
9401 Corkscrew Palms Circle #101
Estero, Florida 33928
 - b. "*Village of Estero, a municipal corporation of the State of Florida, its agents, employees, and public officials*" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.