

**AGREEMENT BETWEEN
CITY OF SANIBEL
AND
WOODROFFE CORPORATION ARCHITECTS**

THIS AGREEMENT, entered into this ____ day of March, 2013, by and between the **City of Sanibel**, a municipal corporation, (hereinafter referred to as “City”), and **Woodroffe Corporation Architects**, 5005 West Laurel Street, Suite 215, Tampa, Florida 33607, (hereinafter referred to as “Architect”).

WITNESSETH:

WHEREAS, the City wishes to engage Architect for the purpose of preparing a Needs Analysis for the City of Sanibel Center 4 Life facility located at 2401 Library Way, Sanibel, Florida and thereafter submitting a report on such Needs Analysis, in order to assist the City Council in its review and decisions relating to the Center 4 Life space and function needs; and

WHEREAS, the Architect has familiarity with and has previously provided services to the City of Sanibel; and

WHEREAS, the cost of the Architect’s services for the requested and proposed Scope of Work is such that neither competitive selection nor sealed competitive proposals are required and the City Council finds it in the best interests of the City to contract with Architect for such services;

NOW, THEREFORE, in consideration of the covenants set forth herein and other good and valuable consideration, receipt and sufficiency of which is acknowledged by the City and by Architect, the City and Architect hereby agree as follows:

1. The above recitals are agreed by the parties to be true and correct and are hereby incorporated in this Agreement as if fully set forth below.
2. Architect shall perform those services more specifically outlined in Architect’s written proposal, attached hereto and incorporated herein as Exhibit “A”, and the City agrees to meet and perform the City’s responsibilities with respect to cooperation and the delivery of background documents, as necessary.
3. Architect shall be paid on an hourly basis, and in accordance with the schedule, as more specifically set forth in attached Exhibit “A”.
4. Exhibit “A” is hereby approved in its entirety and adopted as part of this Agreement.

5. If any section, subsection, sentence, clause, phrase or portion of this Agreement or application hereof, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion or application hereof.
6. This Agreement, and the rights and obligations of the City and the Architect hereunder, shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date and year written above.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

WOODROFFE CORPORATION ARCHITECTS

By: _____
Enrique A. Woodroffe, President

Date: _____

**CITY OF SANIBEL, a Florida
municipal corporation**

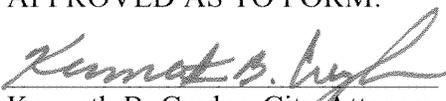
ATTEST:

Pamela Smith, City Clerk

By: _____
Judith A. Zimomra,
City Manager

Date: _____

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney



Woodroffe Corporation Architects

March 11, 2013

Ms. Andrea LO. Miller
City of Sanibel
800 Dunlop Road
Sanibel, Florida

Re: City of Sanibel Center 4 Life
Space Needs Analysis
WCA Project No. 1302

Dear Andrea:

Woodroffe Corporation Architects is extremely pleased to submit the following fee proposal to prepare a Space Needs Analysis and Related Function for the above referenced project, as per our meeting on Wednesday, March 6, 2013.

This proposal is based on preparing a Space Needs Analysis to develop the current and future needs of the Center 4 Life facility.

I. SCOPE OF WORK

- A. Coordinate meetings with program a committee, Board members and staff for the needs of the facility.
- B. Coordinate programmatic space needs and incorporate into program.
- C. Develop space requirements.
- D. Review site requirements.
- E. Review equipment and system.
- F. Prepare draft and final Space Needs Analysis document.
- G. Coordinate with staff for presentations to Board and Committee.
- H. Submit necessary copies of Final Program for Owner use (including pdf format).
- I. Attend presentation meeting(s).

II. COMPENSATION

In order to provide maximum flexibility in the development of the Space Needs Analysis, we propose to perform the services on an hourly basis, based on the following hourly rates:

Project Director / Architect	\$150
Technical Support	\$ 85
Administrative	\$ 60

5005 West Laurel Street, Suite 215, Tampa, Florida 33607
(813) 281-0411 Fax (813) 281-8921 Fla. Licence No. AA 000379

Ms. Andrea
March 11, 2013
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We anticipate the estimated fees for this effort to be in the range of fifteen thousand dollars (\$15,000) as detailed in the attached spreadsheet.

III. SCHEDULE

We understand the need to complete the Space Needs Analysis within the next 6/8 weeks and therefore request prompt authorization.

IV. SUMMARY

In our fee analysis, the following assumptions have been made regarding the design requirements of the project based upon our meetings with staff.

Please advise if you should require any additional information. We very much look forward to working with you on this project.

Sincerely,

WOODROFFE CORPORATION ARCHITECTS



Enrique A. Woodroffe, FAIA, LEED®AP
President

EAW/wr



March 11, 2013

City of Sanibel Center 4 Life
Space Needs Analysis
WCA Project No. 1302

The following is a tentative hourly analysis of our involvement for the Space Needs Analysis:

WOODROFFE CORPORATION ARCHITECTS			
	Principal	Technical	Administrative
A. Meetings with City Staff / Board Commission	16		
B. Design Objectives / Criteria / Future Growth	8	2	4
C. Space Requirements	20	4	
D. Equipment and Systems Review	4	4	
E. Site Requirements	4		
F. Program Preparation (Draft and Final)	16	4	12
G. Program Summary Preparation and Presentations / Meetings	12		4
	80	14	20
	\$150	\$85	\$60
	\$12,000	\$1,190	\$1,200
Total Anticipated Fee: Approximately \$14,390 + Reimbursables (estimated \$1,000)			



RESOLUTION 13-026

APPROVING BUDGET AMENDMENT/TRANSFER NO. 2013-025 AND PROVIDING AN EFFECTIVE DATE

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Sanibel, Florida:

SECTION 1. The revised General Fund and Capital Acquisition Fund for fiscal year 2012-2013, Budget Amendment/Transfer BA 2013-025 true copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and accepted.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida this 19th day of March 2013.

AUTHENTICATION:

Mayor

Pamela Smith, City Clerk

APPROVED AS TO FORM: *Kenneth B. Cuyler* *3/13/13*
Kenneth B. Cuyler, City Attorney Date

Vote of Councilmembers:

Date filed with City Clerk: _____

