CIVIC CORE AREA REDEVELOPMENT
MASTER PLAN PROPOSAL

SCOPE OF WORK

WOODROFFE CORPORATION ARCHITECTS SERVICES

Woodroffe Corporation Architects will assist the City of Sanibel in developing a Civic Core Redevelopment Area Master Plan for the City of Sanibel, Florida, through the execution of the following Scope of Work, based on the recently completed Land Survey of the Civic Core Redevelopment Area.

PART 1: BASIC SERVICES

General Meetings and Administration

The Principal/Project Manager (Enrique A. Woodroffe, FAIA, LEED®AP) will serve as the primary point of contact for Woodroffe Corporation Architects. The City of Sanibel Planning Director (Jim Johnson) will serve as the primary point of contact for the Owner.

The Principal/Project Manager for this project will meet with the City on a periodic basis, with additional individual and team meetings as defined in these Services.

The Consultant Team is as follows:

Woodroffe Corporation Architects (Lead Consultant):
Enrique A. Woodroffe, FAIA, LEED®AP, Project Manager/Architect

Bean, Whitaker, Lutz and Kareh, Inc. (Drainage/Stormwater):
Ahmad Kareh, P.E., Project Engineer

Traffic Engineer:
To be determined

Note: Attached to this Scope of Work is the Preliminary Proposals from our Drainage consultant, each dated May 23, 2013.

Task 1: Kick-Off Meeting

A. Woodroffe Corporation Architects will meet with City staff initially to assist the Woodroffe Corporation Architects efforts and develop a project schedule and work process, and to discuss feedback and guidance during the Master Planning process.

In addition, roles and responsibilities for both Woodroffe Corporation Architects and the City will be discussed. This meeting will also include a walking tour of the project area with the team members. Within one week of the Kick-Off Meeting, Woodroffe Corporation Architects will deliver a memorandum summarizing the meeting; this memorandum will include a Project Schedule as agreed upon in the meeting.

Task 2: Data Collection and Preliminary Data Review

A. Woodroffe Corporation Architects will compile relevant information and data needed for the Master Planning effort, with assistance from the City.

The City will provide Woodroffe Corporation Architects with access to as much preliminary data as possible, including maps and statistical information relating to infrastructure, utilities, property data, and zoning, among others. Wherever possible, such data should be provided in both hard copy and digital format.

In addition, the City will provide Woodroffe Corporation Architects with contact information for key study participants (stakeholders, leaders, and City staff) and will facilitate interaction between Woodroffe Corporation Architects and these participants.

Woodroffe Corporation Architects anticipates that the City will provide the following information:

- GIS Data Base and digital maps for Civic Core Master Plan area
- Current roadway and utility plans (location and condition) for the study area and relevant adjacent areas
- Previous traffic studies, if available
- Relevant environmental data, soils condition data, etc.
- Past studies and other information relative to the study area
- Wetland delineation
- Easement location

Woodroffe Corporation Architects will commence with the following:

- Obtain geotechnical information on various site areas for use in understanding soil conditions for drainage and water table
- Photographic (digital) reconnaissance of area
- Conduct initial meeting with SWFWMD to review anticipated core redevelopment area and results of Land Survey Study
- Review drainage patterns in the Civic Core Redevelopment Area
- Review traffic studies and early traffic implications of Land Survey Study results

Task 3: Master Planning Concepts

A. The Master Plan Design Phase of the project will include a planning/design meeting to be held with the stakeholders.

The Design meeting will be a collaborative exercise to address planning and design opportunities. The benefits of the process typically include:

- The development of an interactive and iterative process in which visions and ideas can be easily proposed, and ideas developed.
- The ability to have direct contact with the stakeholders, thereby soliciting input and facilitating a clearer understanding of both the process and potential outcomes
- The capacity to engender communal support for the vision and plan for the Civic Core Redevelopment Area.

In preparation for the Master Plan Stakeholders' Meeting, Woodroffe Corporation Architects will:

- Develop 3 to 4 Concept Sketches of proposed uses and relationships
- Initial Drainage Analysis
- Initial Traffic Review

This meeting will reflect the results of the work done in the preceding Tasks and meeting preparation material, including data collection and analysis and concept sketches.

The Master Plan Stakeholders' Meeting will begin with a conceptual redevelopment program as determined during the previous Tasks, the result of the Land Survey Study for the Civic Core Redevelopment Area, and preparation of Concept Sketches for the meeting of potential solutions to this program. Feedback from these reviews and commentary will be incorporated into 2 or 3 desirable Master Plan concepts, which will be prepared for the stakeholders' further review.

The Civic Core Redevelopment Desirable Master Plan Concepts will include the following:

- Various two-dimensional concepts of the proposed Civic Core Redevelopment Area
- Circulation plan for the study area, including vehicles (streets) and pedestrians (sidewalks and trails)
- Conceptual parking master plan for the study area
- Building function
- Building placement/configuration
- Parking
- Pedestrian systems
- Open spaces

Task 4: Master Planning Document

A. Incorporating the Master Plan Concept(s) selected (probably 2) during the planning/design process will develop a draft Civic Core Redevelopment Master Plan document and concept drawings. The draft document will include the following:

- Civic Core Redevelopment Program
- Civic Core Redevelopment Physical Master Plan
- Preliminary Civic Core Redevelopment Phasing Plan Option
- Preliminary Financial Feasibility Study

Note: Prior to Final document, Woodroffe Corporation Architects will prepare a PowerPoint Presentation for City Council presentation meeting.

These materials will be presented to the City for review and commentary. Upon receipt of the City's comments, Woodroffe Corporation Architects will incorporate these into the final Master Plan document.

Woodroffe Corporation Architects will deliver hard copies and digital copies of a written and illustrated 11" x 17" wire-bound report with master plan, drawings, diagrams, photographs and text to communicate the proposed concepts.

PART 2: SERVICES NOT ANTICIPATED AT THIS TIME

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans or advances in connection with the project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.

3. Services resulting from significant changes in the scope, extend, or character of the portions of the project designed or specified by Consultant or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, revising previously accepted studies, etc.

4. Services resulting from Owner's request to evaluate additional Study and Report alternative solutions beyond those agreed upon.

5. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

6. Other services performed or furnished by Consultant not otherwise provided for in this Proposal.

PART 3: COMPENSATION

A. We propose to perform the Basic Services on an hourly basis based on the following Hourly Rate Schedule:

- Woodroffe Corporation Architects (Lead Consultant):

Enrique A. Woodroffe, FAIA, LEED®AP	$150
Steve Chomick, AIA	$120
Erin Schults, ID, Technical Support	$ 85
Wanda Ross, Administrative	$ 60

- Bean, Whitaker, Lutz and Kareh, Inc. (Drainage/Stormwater):

  See attached Proposal for Project Scope and Hourly Rate Schedule, dated May 23, 2013

- Traffic engineer:

  To be determined

B. The estimated range of fees for each of the Consultant Team is as follows:

• Woodroffe Corporation Architects:	$ 60,000 – 75,000
• Bean, Whitaker, Lutz and Kareh, Inc.:	$ 28,000 – 38,000
• Traffic Engineer:	$ 40,000 – 55,000
• Traffic Data Collection:	$ 2,000 – 3,000
• Geotechnical Services:	$ 8,000 – 10,000
• Reimbursables:	$ 4,000 – 8,000
Anticipated Total Fees	$142,000 – 189,000

PART 4: PROJECT SCHEDULE

We would anticipate the following Schedule:

Task 1:	within 2 weeks from Authorization to Proceed
Task 2:	4-6 weeks (includes meeting with City)
Task 3:	6-8 weeks (includes 2 stakeholder meetings)
Task 4:	4 weeks (includes review meeting and City Council presentation)

This proposed timeline will be reviewed at the Kick-Off Meeting with the City.

Bean, Whitaker, Lutz & Kareh, Inc.
13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email – fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

May 23, 2013

Mr. Enrique "Henry" Woodroffe, AIA, President
Woodroffe Corporation, Architects
5005 Laurel Street, Suite 215
Tampa, FL 33607

VIA E-MAIL ONLY *Enrique.woodroffe@woodroffearchitects.com*

RE: Proposal for Engineering Services
City of Sanibel / Civic Core
Lee County, Florida

Dear Mr. Woodroffe:

Per your request, and per our various conversations, we are very pleased to submit the following proposal for engineering services for preliminary study/analysis of the stormwater management system for the above referenced site per your presentation materials labeled "Results of Land Survey of the Civic Core".

This proposal is made with the following assumptions:

1. The client will furnish all available documents to the engineer including CAD files.
2. No services relative to surveying, environmental work, design, or permitting are included.

We will provide the following services, which will be administered in accordance with the attached General Conditions:

1. Conduct a visual inspection of the subject site.
2. Inventory existing water management areas.
3. Research and review old in-house files and/or City of Sanibel available files related to the subject site.
4. Meet with City of Sanibel, Public Works Department Staff.
5. Meet with South Florida Water Management District (S.F.W.M.D.) staff.
6. Coordinate with the client and city staff.
7. Retain the services of a geotechnical engineer to establish the wet season water table and perform soil borings of the soil's existing conditions.
8. Prepare preliminary stormwater management / drainage models per S.F.W.M.D. criteria.
9. Establish the required stormwater management area to accommodate the existing improvements and the potential proposed improvements.

10. Prepare drainage concept plans for two (2) to three (3) possible options.
11. Analyze the affect of this project on Periwinkle Way's drainage system along that stretch of development.
12. Prepare "budget" preliminary cost estimates of the drainage improvements.
13. Review existing utility plans (provided by the client/city), prepare a summary report of warranted relocations, and related "budget" costs.

The fee for the services provided under Items 1. thru 13. will be billed hourly (per the attached hourly schedule) with an estimated range between $28,000.00 - $38,000.00, in addition to the geotechnical engineering fees. Invoices will be billed in monthly installments. Payment for services will be due and payable upon receipt of invoices. Interest at the rate of 1.5% per month will be charged on balances not paid within 30 days.

Very truly yours,

BEAN, WHITAKER, LUTZ & KAREH, INC.

Ahmad R. Kareh, P.E., M.S.C.E.
Vice-President

ARK/js

THE FOREGOING PROPOSAL IS HEREBY ACCEPTED AND WORK IS AUTHORIZED.

_____ _____

Enrique "Henry" Woodroffe, President
Woodroffe Corporation, Architects

Date

P.S. Deliverables will be in the format of summary reports/concept plans at each appropriate stage (to be discussed & established with the city staff).

GENERAL CONDITIONS

1. These prices are given with the understanding that you will provide us with the legal description of the property, old surveys, copy of current title commitment, copy of the warranty deed, any existing deed restrictions and proposed deed restrictions, a typical plot plan sketch and any other permits or information you have on the project.

   You shall also provide us with full information as to your requirements including any special or extraordinary considerations of the project or special services needed. It is necessary that you advise us in writing at an early date if you have budgetary limitations for the site construction. We will endeavor to work within those limitations and, if you request, we will give you periodic opinions as to the probability of completing the project within your budget and/or request a revision in the budget or quality of the project. We cannot guarantee that our construction estimates will not differ materially from the negotiated prices or bids. If you wish greater assurance as to the probable cost or if you wish formal estimates, an independent cost estimator should be employed.

2. It is our understanding you are the owner of this property. If the recorded deed you provide us does not indicate this, we require a signed and notarized authorization from the landowner acknowledging we will be performing the above described work.

3. We believe the above process is complete to meet your needs; however, if needed, we can also provide other services such as but not limited to the following:

   a. Strategy/planning/negotiating with staff
   b. Full engineering services
   c. Coordination with utilities
   d. Construction staking
   e. Pre-bid and/or pre-construction meetings for site construction
   f. Ecological studies
   g. Courtroom/expert witness work
   h. Extensive traffic impact reports
   i. Wetland mitigation
   j. Easement or right-of-way vacation.

   These items can be provided at a negotiated fee or our standard hourly rates. Also, this proposal does not anticipate owner initiated changes or changes in the governmental/utility regulations/policies that may affect this project.

4. BWLK shall have the right to delegate any duties hereunder to others skilled in the particular art.

5. Environmental issues other than these specifically stated are not a part of this proposal.

6. Out-of-pocket expenses such as county aerials or maps, travel, fax charges, special outside consultants, express mailing or delivery charges and long distance phone calls will be billed as an extra. All blueprinting and copying costs are considered out-of-pocket expenses. We do not advance any application fees, etc., and expect you to furnish these at the time of submittal.

7. All work done on this contract and reimbursable expenses will be invoiced monthly and are payable upon receipt. Any payments that are received late shall be assessed a 1.5% finance charge for each thirty (30) days or portion thereof of delinquency and you will be assessed a $25.00 rebilling fee.

   If any invoice becomes delinquent by forty-five (45) days, we will hold the right to suspend work without notice. If this occurs, there will be a start-up fee payable at that time of ten percent (10%) of the total contract.

8. BWLK shall not be required to sign any documents, no matter by whom requested, that would result in BWLK having to certify, guarantee or warrant the existence of conditions whose existence BWLK cannot ascertain. The client also agrees not to make resolution of any dispute with BWLK or payment of any amount due to BWLK in any way contingent upon the signing of any such certification.

9. The standard of care for all professional services performed or furnished by BWLK under this agreement will be the skill and care used by members of BWLK's profession practicing under similar circumstances at the same time and in the same locality. BWLK makes no other warranties, express or implied, under this agreement or otherwise, in connection with BWLK's services.

10. All original papers and documents and copies thereof produced as a result of this contract, including copies of original documents which are required to be filed with public agencies, shall remain the property of BWLK. The client agrees all documents produced by this firm are Copyright documents and are protected by the Copyright laws of the United States of America. Due to the economics involved with producing plans in digital format, digital copies of all documents may be supplied at the sole discretion of BWLK, and upon negotiation of a reasonable fee for said digital copies.

11. The client recognizes and agrees that various factors both within and without the control of BWLK can operate to delay the performance of our work, the issuance of permits and licenses, and the overall construction of the project. The client agrees that it shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; issuance of permits from any government or agency; beginning or completion of construction; or, performance of any phase of the work pursuant to this agreement.

12. In the event the client makes a claim against BWLK at law or otherwise for any alleged error, omission or other act arising out of the performance of our professional services, and the client fails to prove such claim, then the client shall pay all costs, including attorney's fees, incurred by BWLK in defending itself against the claim. The client agrees that BWLK's liability to the client and all other parties arising from the firm's professional acts, errors, omission, etc., shall not exceed $15,000.00 or BWLK's total fee for services rendered on this project, whichever is greater. The client hereby releases each of the individual professionals providing service(s) to the client on behalf of the consultant from any and all personal liability relating to the client's claims, which may be attributable to such individual professional's errors and/or omissions, negligence or other actions, but only to the extent such liability exceeds the insurance available by reason thereof. Nothing herein contained is intended to reduce the liability insurance available to the client under appropriate coverages of the errors and omissions policies or other insurance policies of consultant and its professionals.

13. Unless otherwise noted in this agreement, BWLK reserves the right to renegotiate fixed fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

    Any taxes or fees enacted by local, State or Federal government subsequent to the date of this contract, and based on gross receipts, revenues, sales or payrolls, will be added to amounts due under this contract in accordance with any such fees or taxes.

14. Either party or their respective successor will have the right to terminate this agreement upon seven (7) 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. In the event of any termination, BWLK will be paid for all services rendered to date of termination and all reimbursable or out-of-pocket expenses. BWLK has the right to complete all services agreed to be rendered pursuant to this contract. In the event this agreement is terminated before the completion of all services, unless consultant is responsible for such early termination, BWLK will be released from all liability for work performed. In the event of any dispute concerning the accuracy or content of any invoice, the client, developer, contractor, architect as applicable, shall within ten (10) days of the receipt of said invoice, notify consultant of the exact nature of the dispute. Any invoice which is not questioned within ten (10) days shall be deemed due and owing. In the event an invoice or portion of an invoice is disputed within ten (10) days, the client or contract signatory shall be obliged to pay the undisputed portion of the invoice.

15. The parties acknowledge that this agreement shall be controlled by the laws of the State of Florida. In the event of a dispute, Lee County, Florida, shall be the proper venue for any action brought hereunder. In the event the client breaches this agreement or if this contract is placed in the hands of an attorney for collection, then BWLK shall be entitled to recover reasonable attorney's fees and costs including such as may be required upon any appeal.

16. It is our desire to service your construction staking needs in a timely and efficient manner. It is also our concern that what has been staked is in its proper position, horizontally and vertically. Therefore, we require a minimum of 36 hours in which to check our work. If we stakeout proposed improvements on any given day, we will not accept responsibility for those stakes if they are utilized for installing improvements the same work day and have not been checked for accuracy. Work performed on a Friday or weekend day must not be utilized until the following Tuesday. We must be allowed the opportunity to check the staking with our office and field staff. Any variation from these procedures must be approved in writing by this office.

    If any claims are being made against consultant for construction staking services, the claim must be made in writing prior to any remedial work being performed so that the consultant has the opportunity to visit the construction site to verify the validity of the claim. If it is agreed that an error has been made, the consultant reserves the right to correct the mistake on their own or to negotiate a settlement of the claim at that time.

17. This proposal represents the entire understanding between the client and BWLK in respect to the project and may only be modified in writing signed by both parties.

Hourly Rates

Principal Engineer	$160.00/Hr
Professional Engineer	$110.00/Hr
Junior Engineer	$ 80.00/Hr
Project Manager/Senior Technician	$ 90.00/Hr
AutoCAD Technician	$ 80.00/Hr
Planner	$100.00/Hr
Clerical	$ 45.00/Hr