

**WORK ORDER AGREEMENT FOR CONSULTANT SERVICES  
WOODROFFE CORPORATION ARCHITECTS**

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**THIS AGREEMENT**, made and entered into at Sanibel, Florida, this 16th day of July, 2013, by and between the **City of Sanibel**, a municipal corporation, (hereinafter referred to as "City") the address of which is 800 Dunlop Road, Sanibel, Florida 33957, and **Woodroffe Corporation Architects**, a corporation existing under the laws of the State of Florida, the address of which is 5005 West Laurel Street, Suite 215, Tampa, Florida 33607, (hereinafter referred to as "Consultant").

**WITNESSETH:**

**WHEREAS**, the City proposes to do certain work and improve certain facilities within the operational jurisdiction of the various City Departments; and

**WHEREAS**, the City desires to direct the Consultant to perform certain professional services pertinent to such work in accordance with this Agreement and with Work Orders to be issued subsequently; and

**WHEREAS**, the Consultant desires to provide such professional services in accordance with this Agreement; and

**WHEREAS**, the City Council has determined that its timeframe for completion of Consultant's first Work Order presents unique circumstances to the City and that an immediate commencement of Consultant's services is in the best interest of the City and that immediate award of this Contract under these unique circumstances meets the requirements for exemption from any otherwise required bidding requirements; that nevertheless the Consultant has qualified under the Consultant's Competitive Negotiation Act for a substantially similar contract for work for the City of Tampa and that such qualification constitutes a "piggy-backing" authority for purposes of the City's bid or proposal requirements; and that the City Council has determined and certified that a valid time emergency exists as a result of the City's compressed time schedule for conduct and completion of the City's Civic Core Area Redevelopment review and Master Plan and that the procedures set forth in Consultant's Competitive Negotiation Act provisions are waived;

**NOW, THEREFORE**, in consideration of the premises and of mutual covenants herein set forth, the parties hereto agree as follows:

**I. GENERAL SCOPE OF THIS AGREEMENT**

A. The relationship of the Consultant to the City will be that of an independent professional consultant, for which the Consultant shall provide the professional and technical services required under this Agreement in accordance with acceptable engineering/architectural practices and ethical standards. In addition, the Consultant owes a duty to the City to meet the work's intended quality, scope, and schedule and to serve the best interest of the City in meeting the City's needs.

B. The Consultant shall work with the City and apprise it of solutions to engineering/architectural problems and the approach or technique used to accomplish the City's objectives as set forth in the Work Orders, which are made a part of this Agreement either through attachment to this Agreement or upon subsequent execution by both parties.

C. The scope of services to be provided shall be covered in detail by said Work Orders.

## **II. DATA AND SERVICES TO BE PROVIDED BY THE CITY**

The City shall provide:

A. Available plans and specifications of existing construction.

B. Other data and services to be agreed upon in subsequent Work Orders.

## **III. PERIOD OF SERVICE**

A. The Consultant shall begin work promptly after receipt of a fully executed copy of each Work Order. Exhibit "B" to this Agreement shall constitute the first Work Order pursuant to this Agreement and shall be deemed received by Consultant upon execution of this Agreement.

B. The Consultant's services called for under this Agreement shall be completed in accordance with the schedule contained in each Work Order, provided that if the Consultant's services are delayed for reasons beyond the Consultant's control the time of performance shall be adjusted appropriately.

## **IV. AGREEMENT PERIOD**

This Agreement shall be in effect from date of its execution by both parties until the 15th day of July, 2014, or until such time as all outstanding work orders issued prior to expiration of this period have been completed. This Agreement may be renewed for an additional one-year period if agreed to in writing by both parties and approved by the City Council.

## **V. GENERAL CONSIDERATIONS**

A. All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services performed hereunder shall become the property of the City upon receipt by the Consultant of payment from the City for services rendered in connection with the preparation of said sketches, tracings, etc. Where documents must be filed with other governmental agencies, the Consultant shall furnish copies to the City upon request.

B. The City acknowledges that the documents cited in the paragraph above which are provided by the Consultant are not intended for use in connection with any project or purpose other than the project and purpose for which such materials are prepared.

C. Any use by the City of such materials in connection with a project or purpose other than that for which such materials were prepared without prior written consent and adaptation by the Consultant shall be at the City's sole risk, and the Consultant shall have no responsibility or liability therefor.

**VI. COMPENSATION**

A. The City shall compensate the Consultant for the services performed per a Work Order that is in accordance with a negotiated lump sum, cost plus fixed fee, or subsequently established hourly rates.

B. Sub-contractual services, if any, shall be invoiced at the actual fees paid by the Consultant, without mark-up.

C. Reimbursable expenses shall be invoiced at the actual expenditures incurred by the Consultant as follows:

1. Expenses of transportation and living when traveling in connection with each Work Order, long distance telephone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the Work Order. (Travel expenses shall be in accordance with the City's travel and per diem cost allowable schedule).

2. Expenses of reproductions, postage and handling of drawings and specifications including duplicate sets at the completion of each Work Order for the City's review and approval.

3. Expense of overtime work requiring higher than regular rates, only when authorized in writing by the City.

4. Expense of models for the City's use.

5. Expense of computer time.

6. Expense of Auto Travel at fifty cents per mile.

D. Total compensation for all services and reimbursable expenses shall not exceed the upset limit listed upon each Work Order without written approval.

E. Total compensation for all services and reimbursable expenses shall not exceed \$150,000.00 per Work Order with respect to Consultant's fee (sub-contractual services required and approved by the City are not included in this maximum).

**VII. PAYMENT**

Payments for basic services, sub-contractual services, and reimbursable expenses as defined in Section VI shall be made upon the City's approval of the Consultant's invoice. Itemized invoices for reimbursable expenses must be accompanied by valid original receipts.

## **VIII. RECORDS**

Records of reimbursable expenses and expenses pertaining to sub-contractual services required by the Work Order and for personnel expenses shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representative for inspection at mutually-convenient times.

## **IX. PERSONNEL**

The Consultant represents that it has or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. The Consultant further certifies that all of its employees assigned to serve the City have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Consultant who, in the opinion of the City, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the services under this Agreement.

## **X. TERMINATION**

### **A. Termination for Cause.**

In the event that the Consultant shall for any reason or through any cause not have completed performance within the time fixed for performance under this Agreement; or any representation or warranty made under Article XII of this Agreement shall provide to be untrue in any material respect; or the Consultant shall otherwise be in default under this Agreement; or the Consultant has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Agreement without the City's consent or approval; or the Consultant has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of Consultant's assets; or the Consultant disclosed City confidential information, procedures or activities; or the Consultant fails to aggressively, adequately, timely and appropriately perform the services required by this Agreement to the satisfaction of the City, or other similar cause.

Then the City may provide five (5) days written notice that the conduct of the Consultant is such that the interests of the City are likely to be impaired or prejudiced, stating the facts upon which the opinion is based. Then the City may upon fifteen (15) days written notice, and at the end of the 15 days terminate this Agreement for cause (herein "Termination Date"). Upon that termination for cause, the Consultant shall be entitled to compensation for services properly and satisfactorily performed through the date of such termination for cause. However, no allowance shall be included for termination expenses. In the event of such termination for cause, the Consultant shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date; however, Consultant shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All work accomplished by Consultant prior to the Termination Date shall be documented. In the event the project is terminated for cause pursuant to this Article, the Consultant shall

deliver all original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans that result from the Consultant's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specification and other documents and plans shall be without restriction on future use by the City. Notwithstanding the above or any section herein to the contrary, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Consultant and the City may withhold any payments to Consultant for the purpose of setoff until such time as the exact amount of damages due the City from Consultant is determined.

B. Termination for Convenience.

The City may reduce the scope of work or terminate work under this Agreement or amendment to this Agreement without cause; in the event of such scope reduction or termination other than for cause, the City shall compensate the Consultant for services properly performed through the date of such reduction in scope or termination, which date shall be fixed in written notice from the City and which date shall be not sooner than fifteen (15) days after notice. Notwithstanding such termination or reduction in scope, the City shall be entitled to receive from the Consultant upon request any and all information related to the project and the City shall preserve and protect all such information and assure ready access thereto by the Consultant in connection with resolution of the amount due to the Firm. The City, at its own discretion, shall be entitled to direct the Consultant to terminate any or all of the Consultant's subcontracts or subconsulting agreements. In the event the project is terminated for convenience pursuant to this Article, the Consultant shall deliver all original sketches, tracings, drawings, computations, details, design calculations, specification and other documents and plans that result from the Consultant's services under this Agreement. The aforementioned original sketches, tracings, drawings, computations, details, design calculations, specifications and other documents and plans shall be without restriction on future use by the City.

**XI. INSURANCE**

During the life of the Agreement, the Consultant shall provide, pay for, and maintain with insurance companies satisfactory to the City, insurance as indicated in **Exhibit "A"**, such Exhibit incorporated in this Agreement and made a part hereof.

**XII. INTEREST OF THE CONSULTANT**

The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in any project to which this Agreement or any related Work Order pertains or any other interest which would conflict in any manner or degree with its performance of any contractual service hereunder. The Consultant further covenants that in the performance of this Agreement no person having such interest shall be employed.

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**XIII. COMPLIANCE WITH LAWS**

A. The Consultant shall comply with all the applicable requirements of Federal, State or local laws and all Codes and Ordinances of the City as amended from time to time.

B. When a Work Order involves E.P.A. Grant eligible work, the provisions of 40 CFR, Part 35, Appendix C-1, shall become a part of this Agreement through that Work Order as if in haec verba included, and such provisions shall supersede any conflicting provisions of this Agreement for work performed under said Work Order.

C. For Work Orders involving work under other Federal or State Grantors or Approving Agencies, the City and the Consultant shall review and approve the applicable required provisions of any other supplemental provisions as may be included in each Work Order.

D. Truth-In-Negotiation Certification. The Consultant certifies that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of the execution of the Agreement of which this Certificate is a part. The original price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the Agreement amount was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs and that such original Agreement adjustments shall be made within one (1) year following the end of the Agreement.

**XIV. ASSIGNABILITY**

The Consultant shall not assign or transfer any interest in this Agreement without the consent of the City provided, however, that the claim for money due or to become due the Consultant from the City under this Agreement may be assigned to a bank or other financial institution or to a Trustee in Bankruptcy. Notice of any such assignment shall be furnished promptly to the City.

**XV. EQUAL EMPLOYMENT**

During the performance of this Agreement or any related Work Order, the Consultant shall:

A. Not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, sexual orientation, family status, marital status, handicap, or national origin. The Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard

to their race, color, religion, age, sex, sexual orientation, family status, marital status, handicap, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. All solicitations or advertisements for employees placed by or on behalf of the Consultant, must state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex, sexual orientation, family status, marital status, handicap, or national origin.

**XVI. NEGATION OF AGENT OR EMPLOYEE STATUS**

The Consultant shall perform this Agreement as an independent Consultant; and nothing contained herein shall in any way be construed to constitute the Consultant or the assistants of the Consultant to be representatives, agents, subagents, or employees of the City or any political subdivision of the State of Florida. The Consultant certifies the Consultant's understanding that the City is not required to withhold any federal income tax, social security tax, state and local tax, to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to the insurance or taxes of the Consultant and assistants of the Consultant.

In no event and under no circumstances shall any provision of this Agreement make the City or any political subdivision of the State of Florida liable to any person or entity that contracts with or that provides goods or services to Consultant in connection with the services the Consultant has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Consultant; and there is no contractual relationship, either express or implied, between the City or any political subdivision of the State of Florida, or any person or entity supplying any work, labor, services, goods or materials to Consultant as a result of the provisions of the services provided by Consultant hereunder or otherwise.

**XVII. SEVERABILITY**

If any provision of this Agreement is determined to be invalid, unequal or unenforceable, the remaining provisions of this Agreement remain valid, binding and enforceable to the extent permitted by law.

**XVIII. CHOICE OF LAW**

The laws of the State of Florida (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its interpretation, construction, performance, and enforcement.

**XIX. AUTHORIZATION**

Each party represents to the other that such has authority under all applicable laws to enter into an agreement containing each covenants and provisions as are contained herein, that all of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been property completed, and that the persons who have executed the Agreement on behalf of each party are authorized and empowered to execute this Agreement.

**XX. ENTIRE AGREEMENT**

This Agreement sets forth the entire Agreement between the parties and there are no promises or understandings other than those stated herein. Exhibits to this Agreement shall be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits, and unless otherwise specified herein, then this Agreement will prevail.

**XXI. INDEMNIFICATION**

To the greatest extent permitted by law, including §725.08, Florida Statutes, Consultant shall indemnify and hold harmless the City, its officers and employees, from all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligent acts, recklessness, or intentional wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

**XXII. ESTOPPLE/WAIVER**

No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such waiver shall only be applicable to the specific instance in which it relates and shall not be deemed to be a continuing waiver. The failure of the City to enforce any term or condition of this Agreement shall not constitute a waiver or estoppels of any subsequent violation of this Agreement.

**XXIII. BUDGET APPROPRIATIONS**

The City is subject to Section 166.241, Florida Statutes, and is not authorized to contract for expenditures in any fiscal year except in pursuance of budgeted appropriations. With respect to this Agreement, the City has budgeted and appropriated sufficient monies to fund the City's obligations under this Agreement; however, all funding under this Agreement for subsequent years is subject to the availability of funds. The obligations of the City hereunder shall not constitute a general indebtedness of the City within the meaning of the Florida Constitution.

IN WITNESS WHEREOF, the City has caused this Agreement to be executed in its name by its Mayor and attested and its official seal to be hereunto affixed by its City Clerk, and the Consultant has hereunto set its hand and seal, the day and year first written above.

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

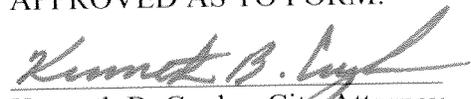
ATTEST:

By: \_\_\_\_\_  
Kevin Ruane, Mayor

\_\_\_\_\_  
Pamela Smith, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

  
Kenneth B. Cuyler, City Attorney

  
**APPROVED FINANCIAL SUFFICIENCY**  
Sylvia A. Edwards, Finance Director

WITNESS:

**WOODROFFE CORPORATION ARCHITECTS**

\_\_\_\_\_  
Witness #1 Signature

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

By: \_\_\_\_\_  
Enrique A. Woodroffe, President

Date: \_\_\_\_\_

## EXHIBIT A

### CITY OF SANIBEL INSURANCE REQUIREMENTS

During the life of the award/contract the Awardee/Contractor shall provide, pay for, and maintain insurance with companies authorized to do business in Florida, with an A.M. Best rating of B+ (or better) Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best. All insurance shall be from responsible companies duly authorized to do business in the State of Florida.

All commercial general liability insurance policies (and Excess or Umbrella Liability Insurance policies, if applicable) shall provide that the City is an additional insured as to the operations of the Awardee/Contractor under the award/contract including the additional insured endorsement, the subrogation waiver endorsement, and the Severability of Interest Provision. In lieu of the additional named insured requirement, if the Awardee/Contractor's company has a declared existing policy which precludes it from including additional insureds, the City may permit the Contractor to purchase an Owners and Contractors Protective Liability policy. Such policy shall be written in the name of the City at the same limit as is required for General Liability coverage. The policy shall be evidenced on an insurance binder which must be effective from the date of issue until such time as a policy is in existence and shall be submitted to the City in the manner described below as applicable to certificates of insurance.

The insurance coverages and limits required must be evidenced by a properly executed Acord 25 Certificate of Insurance on form or its equivalent. Each Certificate must be personally manually signed by the Authorized Representative of the insurance company shown in the Certificate with proof that he/she is an authorized representative thereof. Thirty days' written notice must be given to the City of any cancellation, intent not to renew, or reduction in the policy coverages, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by the contract. The insurance coverages required herein are to be primary to any insurance carried by the City or any self-insurance program thereof.

The following coverages are required:

A. Commercial General Liability Insurance shall be provided on the most current Insurance Services Office (ISO) form or its equivalent. This coverage must be provided to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one-year following completion of work. The amount of Commercial General Liability insurance shall not be less than the amount specified.

(a) \$1,000,000 per occurrence and a \$2,000,000 general aggregate for projects valued at \$2,000,000 or less. General aggregate limit for projects over that price shall equal or exceed the price of the project. An Excess or Umbrella Liability insurance policy can be provided to meet the required limit. Risk Management may be contacted for additional information regarding projects of this nature.

B. Automobile Liability Insurance shall be maintained in accordance with the laws of the State of Florida, as to the ownership, maintenance, and use of all owned, non-owned, leased, or hired vehicles. The amount of Automobile Liability Insurance shall not be less than the amount specified.

(a) \$500,000 combined single limit each occurrence bodily injury & property damage- for projects valued at \$100,000 and under

(b) \$1,000,000 combined single limit each occurrence bodily injury & property damage- for projects valued over \$100,000

C. Worker's Compensation and Employer's Liability Insurance shall be provided for all employees engaged in the work under the contract, in accordance with the Florida Statutory Requirements. The amount of the Employer's Liability Insurance shall not be less than:

(a) \$500,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee -for projects valued at \$100,00 and under

(b) \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each -for projects valued over \$100,000

D. Excess Liability Insurance or Umbrella Liability Insurance may compensate for a deficiency in general liability, automobile, or worker's compensation insurance coverage limits. If the Excess or Umbrella policy is being provided as proof of coverage, it must name the City of Sanibel as an additional insured **(IF APPLICABLE)**.

E. Professional Liability shall be maintained against claims of negligence, errors, mistakes, or omissions in the performance of the services to be performed and furnished by the Awaradee/Contractor or any of its subcontractors when it acts as a DESIGN PROFESSIONAL. The amount of coverage shall be no less than amount specified.

(a) \$1,000,000 per incident and general aggregate. Note all claims made policies must provide the date of retroactive coverage.

The City may waive, in writing, any or all of the above referenced insurance requirements based on the specific nature of goods or services to be provided under the award/contract.

ADDITIONAL INSURED- The City must be included as an additional insured by on the general and (Excess or Umbrella liability policies) if applicable. Alternatively, the Contractor may purchase a separate owners protective liability policy in the name of the City in the specified amount as indicated in the insurance requirements.

CLAIMS MADE POLICIES - If any liability insurance is issued on a claims made form, Contractor agrees to maintain uninterrupted coverage for a minimum of one year following completion and acceptance of the work either through purchase of an extended reporting provision, or through purchase of successive renewals with a retroactive

date not later than the beginning of performance of work for the City. The retroactive date must be provided for all claims made policies.

CANCELLATION/NON-RENEWAL- Thirty (30) days written notice must be given to the City of any cancellation, intent to non-renew or material reduction in coverages (except aggregate liability limits). However, ten (10) days notice may be given for non-payment of premium. Notice shall be sent to the City of Sanibel Department of Public Works, 800 Dunlop Road, Sanibel, FL 33957.

NUMBER OF POLICES- General and other liability insurance may be arranged under single policies for the full amounts required or by a combination of underlying policies with the balance provided by an excess or umbrella liability insurance policy.

WAIVER OF SUBROGATION- Contractor waives all rights against City, its agents, officers, directors and employees for recovery of damages to the extent such damage is covered under the automobile or excess liability policies.

SUBCONTRACTORS - It is the Contractor's responsibility to require all subcontractors to maintain adequate insurance coverage.

PRIMARY POLICIES- The Contractor's insurance is primary to the City's insurance or any self insurance program thereof.

RATING- All insurers shall be authorized to do business in Florida, and shall have an A.M. Best rating of B+ (or better), Class VII (or higher), or otherwise be acceptable to the City if not rated by A.M. Best.

DEDUCTIBLES- The Contractor is responsible for all deductibles. In the event of loss which would have been covered but for the presence of a deductible, the City may withhold from payment to Contractor an amount equal to the deductible to cover such loss should full recovery not be obtained under the insurance policy.

INSURANCE ADJUSTMENTS- These insurance requirements may be increased, reduced, or waived at the City's sole option with an appropriate adjustment to the Contract price.

## EXHIBIT B

### WORK ORDER NO. 1

## CIVIC CORE AREA REDEVELOPMENT MASTER PLAN PROPOSAL

### SCOPE OF WORK

#### **WOODROFFE CORPORATION ARCHITECTS SERVICES**

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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 Jordan) 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): (as sub-consultant to Woodroffe  
Ahmad Kareh, P.E., Project Engineer Corporation Architects)

Traffic Engineer: (as sub-consultant to Woodroffe Corporation Architects)  
To be determined

##### **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 reasonably 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
- Previous site plan / drainage plans

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 South Florida Water Management District 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
- Meet with each stakeholder

## **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
- Pedestrian system
- Open spaces
- Relevant drainage considerations and their effect on the Master Plan
- Traffic circulation and the coordination of traffic circulation and issues within the Master Planned Area and with respect to Periwinkle Way, Palm Ridge Road, and any other current or relevant traffic source

#### **Task 4: Master Planning Document**

A. Incorporating the Master Plan Concept(s) selected (probably 2) during the planning/design process, Woodroffe Corporation Architects 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, extent, 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 Schultz, 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:	<u>\$ 4,000 – 8,000</u>
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.