


## PROFESSIONAL SERVICES PROPOSAL


**TO:** Mr. Bob Middleton, Utilities Director  
City of Naples  
380 Riverside Circle  
Naples, FL 34102

**FROM:**



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Raymond J. Piacente, III, PMP, LEED AP  
Senior Project Manager, Civil Engineering  
Associate



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John C. English, PE, LEED AP  
Principal, Civil Engineering

**DATE:** August 22, 2011

**SUBJECT:** Professional Services Proposal to provide Site-Civil Engineering and Building Architecture Design and Permitting for the City of Naples Recycle Transfer Facility, which is located ½ mile west of the intersection of Airport Pulling Road and Enterprise Avenue, and identified as Parcel # 20764680005, and is part of Section 02, Township 50 South, Range 25 East, City of Naples, Florida.

### 1. OVERVIEW

- 1.1 City of Naples (Client) intends to hire a consultant to provide professional services to design and permit the site and building development of a recycle transfer facility for the City of Naples, consisting of an administration, storage and transfer buildings, scale house, and associated access drives, parking areas, utility and water management facilities, located on ±604 acres (Project), as shown on Attachment A (Proposed Site Area).
- 1.2 The Property Owner of Record is the City of Naples Airport Authority.
- 1.3 The following permit applications and approvals may be required to support site and building development of the Project:
  - 1.3.1 City of Naples Site Plan Approval (without Deviations).
  - 1.3.2 South Florida Water Management District General Permit Modification.
  - 1.3.3 Florida Department of Environmental Protection Water and Sewer Construction permits.
  - 1.3.4 City of Naples Building Permit

**Reference:** Site-Civil Engineering and Building Architecture Design and Permitting Services  
Professional Services Proposal

- 1.4 The Property is designated as Airport under the future land use element and is zoned BP Business Park District per City of Naples Ordinance 08-12227. The proposed development is consistent with the approved use.
- 1.5 Project shall be designed and permitted in one phase. However, the design may address and accommodate the future development building or site infrastructure to be consistent with the desired master plan and program for the Project.
- 1.6 WilsonMiller Inc. will be the prime consultant for this Project and coordinate directly with the Client. Other sub consultants for technical support may be needed and will contract directly with WilsonMiller or the project's sub consultants. The following sub consultants will be providing professional services for this project:
  - 1.6.1 Disney and Associates, PA (Building Architecture) – sub consultant to WilsonMiller
  - 1.6.2 Mark Brant, PE (MEP) – sub consultant to Disney & Associates
  - 1.6.3 Liebl & Barrow Engineering, Inc. (Structural) – sub consultant to Disney & Associates
- 1.7 This Proposal/Agreement includes the following services for this Project:
  - 1.7.1 Pre-design Surveying
  - 1.7.2 Site-Civil Engineering
  - 1.7.3 Landscape Architecture
  - 1.7.4 Building Architecture
- 1.8 This Proposal/Agreement excludes the following services for this Project:
  - 1.8.1 Land use Attorney
  - 1.8.2 Transportation Planning and Engineering
  - 1.8.3 Biologist (to address environmental permitting)
  - 1.8.4 Site lighting
  - 1.8.5 Hydrogeologist (to address dewatering or water use permitting)
  - 1.8.6 Construction Phase Site-Civil Engineering and Architecture Services, including bidding, construction administration, shop drawing review, site observations, performance testing or substantial compliance services.
  - 1.8.7 Construction Phase Surveying Services, including construction stake-out, final record and slab surveys

**Reference:** Site-Civil Engineering and Building Architecture Design and Permitting Services  
Professional Services Proposal

## **2. SCOPE OF SERVICES**

- 2.1 Reference **Attachment B** for Scope of Services from WilsonMiller.
- 2.2 Reference **Attachment C** for Scope of Services from Disney and Associates.

## **3. FEES**

Reference **Attachment D** for Schedule of Fees.

## **4. GENERAL CONDITIONS AND UNDERSTANDINGS**

- 4.1 The Scope of Services (as referenced under Section 2.0) provided within Attachments B and C and Schedule of Fees (as referenced under Section 3.0) provided within Attachment D constitute the full scope for services as proposed and contracted under this contract. All services not specifically listed and enumerated within the attached scope of services sections are not part of the scope and fee proposal. Additional services may be agreed upon as an amendment to this contract. This scope and fee is based upon the understanding that the Project is planned to be consistent with the City of Naples Comprehensive Plan and the City of Naples Code of Ordinances.
- 4.2 The Client will be responsible for payment of all fees and permits relative to the proposed project. These fees are not part of the fee schedule contained within this proposal. These fees will be paid directly by check from the client to the City of Naples or other applicable agency. These include fees for legal advertising, administrative and meeting fees, permit application fees, and for publishing any required public notices.
- 4.3 Client is expected to furnish WilsonMiller Inc. with full information, including any special or extraordinary considerations for the Project or special services needed. Client is also expected to make available any pertinent documentation regarding deeds, easements, rights-of-way, etc.
- 4.4 Due to the various laws, rules and ordinances relating to this project, legal counsel may be required.
- 4.5 WilsonMiller Inc. or Disney & Associates cannot guarantee the issuance of governmental and/or regulatory agency permits or approvals.
- 4.6 Specific site design and permitting conditions and understandings have been noted within Attachments B and C.

## **5. ACCEPTANCE AND AUTHORIZATION TO PROCEED**

- 5.1 This Proposal/Agreement is open for acceptance by Client through 30 days, after which it will be withdrawn by WilsonMiller Inc. and may be subject to re-negotiation
- 5.2 If this Proposal/Agreement satisfactorily sets forth Client's entire understanding of the agreement, please sign the enclosed copy of this agreement in the space provided and return it to WilsonMiller Inc. as authorization to proceed with the work.

**Reference:** Site-Civil Engineering and Building Architecture Design and Permitting Services  
Professional Services Proposal

**Owner/Client Authorization:**

By executing this Professional Services Proposal below, I HEREBY CERTIFY that City of Naples is the Client, and authorized agent of the Property Owner of Record (City of Naples Airport Authority), which is the subject of this proposal, and hereby authorizes the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the attached Professional Services Terms and Conditions. I also acknowledge that I have read, understand, and agree to the conditions of the Professional Services Terms and Conditions attached hereto and made a part of this Agreement. I warrant and represent that I am authorized to enter into this Agreement on behalf of City of Naples.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

By: \_\_\_\_\_

\_\_\_\_\_  
[Print Name/Title]

City of Naples  
380 Riverside Circle  
Naples, FL 34102

c: Justin Frederiksen, P.E., City of Naples Deputy Utilities Director, w/ enclosures  
Ben Copeland, City of Naples, w/ enclosures  
Dalas Disney, AIA, Disney & Associates, w/ enclosures

Enc: Attachment A (Proposed Site Area)  
Attachment B (WilsonMiller Scope of Services)  
Attachment C (Disney & Associates Scope of Services)  
Attachment D (Schedule of Fees)  
WilsonMiller Professional Services Terms and Conditions (2 sheets)  
Disney & Associates Professional Services Terms and Conditions  
WilsonMiller Florida Rate Code Schedule  
Disney & Associates Rate Code Schedule  
Liebl & Barrow Engineering Rate Code Schedule  
Mark Brant Rate Code Schedule



**Attachment A - Proposed Site Area**  
**City of Naples Recycle Transfer Facility**



# Attachment B - WilsonMiller Scope of Services

## City of Naples Recycle Transfer Facility

### **SCOPE OF SERVICES:**

#### **1.1 General Consultation Services**

- 1.1.1 Schedule, prepare and attend up to five (5) 1-hour meetings with client, consultant team, government agencies or utility providers in performance of the defined scope.
- 1.1.2 Schedule, prepare and attend up to three (3) 1-1/2 hour workshop/design meetings with client and consultant team.
- 1.1.3 As requested, attendance for meeting, perform tasks or other action items not included in the defined scope.

#### **1.2 Pre-Design Survey**

Prepare existing conditions and topographical survey of the proposed site area for site-civil engineering design. Pre-design survey shall include the following:

- 1.2.1 200' x 200' topographical grid of the site area.
- 1.2.2 Cross-sections of the site area perimeter.
- 1.2.3 Location of any above-ground horizontal utility locations and water management facilities within the site area and adjacent to the site boundary.
- 1.2.4 Location and elevations of existing building and access roads within the site area and at the entrance/exit locations for the site area.

#### **1.3 Design Development (DD Phase)**

- 1.3.1 Generate preliminary up to two (2) site design layouts in ACAD format, including the conceptual site design provided by Architect and pre-design survey information.
- 1.3.2 If necessary conduct a preliminary cost analysis of site-civil design components based on the recommendations from the 2005 PSI geotechnical report.
- 1.3.3 If necessary, conduct a preliminary cut/fill earthwork analysis of the site-civil and building design components based on the recommendations from the 2005 PSI geotechnical report.
- 1.3.4 Prepare 30% preliminary site plan and design details, including building footprints, access roads, parking areas, utility and storm water locations, water management facility locations, concept grading and cross-section design. The intent of the 30% preliminary plans is to identify the scope of work in preliminary detail to allow for comment by client and consultant team to prepare a preliminary budget for the Project, and to recommend any changes to the site design prior to proceeding with the construction documents or CD phase.
- 1.3.5 Attend one (1) work shop/design meeting with client and consultant to review 30% preliminary site plan, design details and analyses.

#### **1.4 Construction Documents (CD Phase)**

- 1.4.1 Compute final site design in ACAD format based on direction received from client during DD phase.
- 1.4.2 If necessary, conduct additional pre-design and topographical survey to support site-civil engineering design.

## **Attachment B - WilsonMiller Scope of Services**

### **City of Naples Recycle Transfer Facility**

- 1.4.3 Conduct site-civil engineering design and modeling, and prepare construction documents and technical specifications.
- 1.4.4 Submit site plan of the construction documents to the respective utility and emergency service providers for availability of service approvals, if required.
- 1.4.5 Prepare code minimum landscape and irrigation plans shall be prepare in accordance with the City of Naples Code of Ordinances. Code required landscape and irrigation plans will include the location, size, and quantity of trees, palms, shrubs, and groundcovers, typical planting details and specifications. The irrigation plan will be designed at schematic level for permitting purposes only.
- 1.4.6 Furnish copies of the construction documents to Florida Power & Light (FPL), CenturyLink (UTF), and Comcast (CATV) to facilitate their service planning.

### **1.5 SFWMD ERP Modification Application**

- 1.5.1 Prepare surface water manager (SWM) permit plans, including building footprints, access roads, parking areas, storm water and surface water management design, grading design and cross-section details.
- 1.5.2 Conduct hydraulic flood routing calculations and generate surface water management engineering report in support permit modification application.
- 1.5.3 Prepare and submit General Permit Modification application and supporting documents to SFWMD.

### **1.6 City of Naples Site Plan Approval Application**

- 1.6.1 Prepare and submit Site Plan Approval application and supporting documents to the City of Naples.

### **1.7 Public Meetings & Hearing, Permit Support**

City of Naples Site Plan Approval Application:

- 1.7.1 Meet with the Client and City of Naples governmental staff to respond to up to two (2) requests for additional information or clarification during the application review. Provide additional information which may be requested in response to zoning questions by the City of Naples and the Design Review Board (DRB). Meetings will be held as needed with the client, and if necessary the client's attorney, to discuss response alternatives and plan the response approach.
- 1.7.2 Prepare for and attend required meetings with City of Naples governmental review staff and officials and DRB to support Site Plan Application Approval review process. Prepare the presentation for the public hearing process with input and assistance from the consultant team's architect and if necessary client's legal counsel. This Proposal assumes one meeting before the DRB and if necessary one meeting before City Council.
- 1.7.3 Prepare and submit up to two (2) sufficiency responses for this application.
- 1.7.4 Review staff reports, stipulations and conditions, prepare responses, coordinate if necessary with client's attorney, and advise the client of our opinion on whether to accept, reject or modify the staff conditions of approval. Assist in negotiating terms and conditions of the Site Plan Approval applications in consultation with the client and if necessary the client's attorney.



## **Attachment B - WilsonMiller Scope of Services**

### **City of Naples Recycle Transfer Facility**

SFWMD ERP Modification Application:

- 1.7.5 Prepare and submit up to two (2) sufficiency responses for this application.
- 1.7.6 Review and, if necessary, edits to the staff report and permit issued for the Project by SFWMD. Coordinate with SFWMD and client as necessary to facilitate revisions.

FDEP Water and Sewer Permits:

- 1.7.7 Prepare and submit up to two (2) sufficiency responses for this application, if required.

#### **1.8 FDEP Water and Sewer Permits**

Prepare and submit Water and Sewer General permit applications to FDEP, if required.

#### **1.9 City of Naples Building Permit Application**

WilsonMiller has not includes services related to this Phase of work for the project.

#### **1.10 Reimbursable Expenses**

Expenses for blueprints, reproduction services, database searches, color graphics, and overnight express and regular delivery services shall be reimbursable to WilsonMiller.

### **SITE DESIGN AND PERMITTING CONDITIONS AND UNDERSTANDINGS:**

1. The scope of this proposal assumes existing Collier County aerial photography will be sufficient for the permitting process.
2. The scope of this proposal assumes the City of Naples Site Plan Approval application will not request for deviations.
3. The scope of this proposal assumes an environmental impact statement will not be required for submittal with the City of Naples Site Plan application.
4. The scope of this proposal assumes the required work effort and attendance for Naples City Council public hearings will be minimal. It is also assumed attendance at Planning Advisory Board (PAB) and City Council Presentation/Hearings will not be required.
5. The scope of this proposal assumes that the site will be designed in concurrence with City Land Development Code, and therefore Deviations will to be required. If a Site Plan Approval With Deviations is deemed necessary, a scope and fee adjustment may be necessary.
6. The scope of this proposal assumes an update to the project's boundary survey will not be required.
7. The scope of this proposal assumes the Project may have potable water distribution, irrigation distribution, and wastewater collection systems available at the project boundary, and with adequate capacity for the proposed improvements.
8. The scope of this proposal assumes no offsite roadway or utility improvements, other than driveway and utility connections, will be required.



## Attachment B - WilsonMiller Scope of Services

### City of Naples Recycle Transfer Facility

9. The scope of this proposal assumes the proposed land use areas for the Project (impervious/pervious breakdown) will be consistent with the land use area values permitted with the SFWMD ERP (Permit No. 11-01743-P); or if they are not consistent, that a Best Management Practice (BMP) will be accepted by SFWMD as an alternate design to achieve permit modification approval. Therefore, it is also assumed the Project may require hydraulic and/or flood routing calculations, but a Harvey-Harper analysis (to address water quality) will not be necessary to permit the proposed improvements.
10. The scope of this proposal assumes that off-site lakes will not be required for the design of this specific site.
11. Based on the findings and recommendations provided within the 2005 PSI Geotechnical Report provided by the Client, the scope of this proposal assumes the Design Development Phase will include an evaluation of the site and building design and associated costs of each recommendation. It is also assumed the Client will provide a final determination on how to proceed prior to the Construction Document Phase.
12. The scope of this proposal does not include specifications in handling or disposing of hazardous or explosive materials. Furthermore, based on the direction provided by the Client, the analysis and recommendations of the 2005 PSI Geotechnical Report will be the basis of the subsurface design for the site.
13. The scope of this proposal does not include the preparation or review any title commitments or conduct research for any recorded easements on site.
14. The scope of this proposal does not include irrigation system design and construction plans (provided by irrigation contractor).
15. The scope of this proposal assumes the Client will need to make formal contact with utility providers, including Florida Power & Light (FPL), CenturyLink (UTF) and Comcast (CATV), regarding fees and special requirements.
16. The scope of this proposal does not include the preparation of a Maintenance of Traffic (MOT) plan for any of the surrounding roads (provided by paving contractor).

# Attachment C – Dalas Disney Scope of Services

## City of Naples Recycle Transfer Facility

### **SCOPE OF SERVICES:**

#### **1.1 General Consultation Services**

Meeting attendance and coordination with Owners staff, consultants, sub-contractors, government agencies and services in performance of the defined scope. Meeting attendance with owner for development of design. Perform additional services beyond contract defined scope of services as requested by the owner / client. We anticipate this service to be variable for the time required and shall invoice only for the services rendered on a Time and Materials (T/M) basis.

#### **1.2 Pre-Design Survey**

Disney & Associates has not included services related to this Phase of work for the project.

#### **1.3 Design Development (DD Phase)**

Concept Design Schematic Design and Design Development are anticipated as a single phase termed Design Development. Disney & Associates working with WilsonMiller, shall produce concept site design for not less than two (2) schemes and meet with City staff in the development of the project site planning. Deliverables shall be hand sketches and / or line drawings for the concept plan layout of the site and building space design. We anticipate that the final site plan AutoCAD drawings for the site aspects of the project shall be provided by Wilson Miller.

Design Development Services - Design Development shall further define the project and shall proceed based upon the approval and comments of the prior concept drawings. The documents shall proceed to the approximate 50% overall completion for submission, review and approval by the Owner.

#### **1.4 Construction Documents (CD Phase)**

Construction Documents – Upon approval of the Design Development documents we shall proceed with the Construction Documents for the project and produce construction and permitting documents for the approved plan concept. Construction plans are the full development of Bidding Documents for the project and are limited to the building face with utility connections coordinated to 5' outside the face of the building. Utilities coordination shall include the domestic water, sanitary sewer, fire water connection, electrical, telephone and cable T/V as applicable. Site electrical shall be included for emergency generator back up power and electrical power to site lighting. Documents to be provided but not limited to the following; Architectural location map and Site Plan, floor plan(s) and partial floor plan(s), reflected ceiling plan(s), interior finish indications, door and window schedules, building and wall sections, interior fire wall designations and UL designs, interior wall types and details, with interior elevations. Structural, Mechanical and Electrical engineering shall be based upon the final building design and coordinated with the architectural concepts. Fire protection is included as sprinkler head locations and performance based specifications FAC 61G15 for bidding. Also included shall be related code information for permit review and bidding by qualified contractors.

Estimate of Probable Cost – Based upon the approved Construction Documents provide an Estimate of cost for the Architects scope of design work. Deliverable shall be a cost report in 8.5 x 11 or 11 x 17 document.

## **Attachment C – Dalas Disney Scope of Services**

### **City of Naples Recycle Transfer Facility**

#### **1.5 SFWMD ERP Modification Application**

Disney & Associates has not included services related to this Phase of work for the project.

#### **1.6 City of Naples Site Plan Approval Application**

Site Development Plan Support - Prepare floor plans and exterior elevation for and provide electronic AutoCAD files as coordination with the Civil Engineer. Attend one (1) pre-application meeting at the City Building Department. We anticipate that WilsonMiller shall provide Landscape, Irrigation and Site Lighting for submission related to Site Planning requirements.

#### **1.7 Public Meetings & Hearing, Permit Support**

City of Naples Site Plan Approval Application:

City of Naples Design Review Board (DRB) review and compliance is required for this project. Services shall include Architectural related documentation to comply with the current DRB requirements. Current requirements include concept site plan, landscape plan, building floor plan(s), building elevations, color elevation drawings and or rendering(s), color selections, material selection indication, application and submission data and meeting scheduling for a preliminary and final DRB Board meetings. We anticipate that the site related requirements shall be prepared by others.

Attend one (1) presentation meeting each related to the Planning Advisory Board (PAB) and City Council as support for WilsonMiller and the staff.

Site Development Plan Support - Prepare floor plans and exterior elevation for and provide electronic AutoCAD files as coordination with WilsonMiller. Attend one (1) pre-application meeting at the City of Naples Administration Center or City Hall.

#### **1.8 FDEP Water and Sewer Permits**

Prepare and submit Water and Sewer General permit applications to FDEP.

#### **1.9 City of Naples Building Permit Application**

Permit Submission - Architect shall prepare application documents for building permit and submit on behalf of the Client. Permit application fees payment is anticipated by waiver, internal letter transfer of funds or direct payment by the City of Naples.

Review Comment Response - Response to City of Naples plan review comments and submission of plan revisions as required by the review.

#### **1.10 Reimbursable Expenses**

Reimbursable Expenses – Expenses incurred in the course of providing services for this project shall be in accordance with those outlined in our or attached Hourly Rate and Expense Schedule. Reimbursement is anticipated for actual expenses and submissions shall be with support documentation back-up provided with the Architect's invoice.

## Attachment C – Dalas Disney Scope of Services

### City of Naples Recycle Transfer Facility

#### **SITE DESIGN AND PERMITTING CONDITIONS AND UNDERSTANDINGS:**

1. The Owner and WilsonMiller will make available all pertinent information and documents associated with the project for the performance of Architects services. Items include, but are not limited to, a boundary survey and topographic information, zoning data, site restrictions, Civil Engineering requirements, Water Management, geotechnical evaluations and reports with recommendations for the buildings foundation development.
2. This proposal includes performing all services within a one-time basis and for one phase of design services. *Note: One revision to the plans included for the response to agency review comments and our projects generally are permitted with a single clarification cycle.*
3. Site development design, City of Naples Site Development Plans, and related site issues will be by WilsonMiller, under direct contract with the Owner. The Architect shall provide a site concept layout for final development and design by WilsonMiller. The Architect shall provide support drawings such as floor plans and exterior elevations for the project as related to building design.
4. Interior design shall be by other professionals under direct contract with the Owner, or provided by the Architect at the owner's option on an hourly basis in accordance with our standard hourly rate schedule. Interior design services are not included in this proposal. Basic material and color selections are included in this proposal which we understand should be adequate.
5. The site and completed facility shall be accessed only by City of Naples staff and authorized vendors. Public access will not be allowed.
6. Vehicular access to the site shall be via the existing Enterprise Avenue to the North of the site or may be to the South of the site via a roadway reported to be under design or development by the Naples Airport Authority.
7. Recycle material processed at the site is anticipated to peak at 160-200 tons daily at peak season. Materials are transferred off-site via side load trailer for processing by contracted vendors.
8. Building elements shall include and development presumptions are;
  - a. Transfer Station. A single 100' x 100' pre-engineered metal building open on one side to be utilized as a sorting and transfer facility with three (3) cells for Main stream materials; Horticultural Waste; and Construction Debris (C&D).
  - b. Administration Offices. As a connection to the Transfer Station five (5) offices, Conference/Break room, Toilets, Lockers, Shower, associated support HVAC and Electrical services.
  - c. A single 40' x 40' pre-engineered metal storage building to house containers, lids and paints.
  - d. Wash Rack. A single lane drive thru vehicle wash facility. This structure is to be planned for the future and will not be designed with this scope of work.
  - e. A single above ground vehicle scale of undetermined capacity.
  - f. Fire sprinkler suppression systems shall be required for all buildings.
  - g. The project is located on land controlled by the Naples Airport Authority.
  - h. New construction shall be designed to comply with the FBC – Building current at the date of this proposal.
  - i. The project is located within the City of Naples jurisdiction and shall be designed and constructed in compliance with the City of Naples requirements current at the date of this proposal.

## Attachment C – Dalas Disney Scope of Services

### City of Naples Recycle Transfer Facility

- j. The City of Naples Design Review Board submission shall be required.
- k. Minimum floor elevations have not been verified for the structures however Flood proofing of the new structures is not anticipated and is not included.
- l. Existing Zoning is C-4 and appears to allow the occupancy and use as anticipated.
- m. City of Naples requirements for Public Art are applicable at the rate of \$1/gsf per Robin Singer discussions of 7-19-11.
- n. It is presumed that the existing potable water, fire water and sanitary waste utilities serving the site are of sufficient capacity to accommodate the project without modification.
- o. The building designs are anticipated to be one story, pre-engineered metal structure with concrete masonry structure portions, foundations are anticipated to be shallow spread footings or if required grade beam and pile (driven or cast) based upon the final determination of the soils condition and / or remediation.

#### **EXCLUDED SERVICES:**

- 1. Geotechnical investigation (Soil borings)
- 2. Application fees, permits fees, or impact fees
- 3. Structural Threshold Inspection
- 4. Renderings excepting the first color elevation for the DRB
- 5. FAA Lighting Analysis and photometrics
- 6. Civil Engineering
- 7. Landscape and Irrigation design
- 8. Flood proof design
- 9. Video Equipment selections/ Design
- 10. Kitchen design
- 11. Reimbursable Expenses
- 12. Transportation Engineering or movement analysis
- 13. Special environmental or hazardous-waste permitting
- 14. Continuous on-site observation
- 15. Revisions after approval which shall be invoiced in addition to basic fees
- 16. Other issues not specifically included in the outlined scope of work



## Attachment D - Schedule of Fees

### City of Naples Recycle Transfer Facility

#### Fee Schedule Table:

Note #	Task #	Scope Item	Fee Type	WilsonMiller (Survey, Site-Civil, LA)	Disney & Associates (Bldg Architecture)
(1)	1.1	General Consultation/Client Meetings	T/M	\$2,500	\$1,500
	1.2	Pre-Design Survey	Fixed	\$3,500	N/A
(2)	1.3	Design Development (DD Phase)	Fixed	\$15,500	\$40,900
	1.4	Construction Documents (CD Phase)	Fixed	\$30,000	\$56,500
(3),(4)	1.5	SFWMD ERP Modification Application	Fixed	\$10,000	N/A
(5)	1.6	City of Naples Site Plan Approval Application	Fixed	\$4,500	\$1,500
(6)	1.7	Public Meetings & Hearings, Permit Support	T/M	\$16,500	\$13,000
		DRB Presentation			
(7)		Zoning Issues			
(8)		SFWMD ERP Modification Support			
		City of Naples Site Plan Approval Support			
(9)	1.8	FDEP Water & Sewer Permits	Fixed	\$1,500	N/A
	1.9	City of Naples Building Permit Application	Fixed	N/A	\$1,500
(10)	1.10	Reimbursable Expenses	T/M	\$250	\$750
		Sub-Totals		\$84,250	\$115,650
		Contract Administration Fee		\$0	\$0
		Totals		\$84,250	\$115,650
		Grand Total		\$199,900	

#### Fee Schedule Notes:

- (1) Hourly, as-needed and as-requested by Client. Time for miscellaneous requests for services that are not otherwise included in a scope of services will be charged to this Task.
- (2) This Task will include Site Planning process (2 - 3 alternatives), computation into ACAD format, development of perimeter cross-sections, as well as building program and layout. Target deliverable is 30% plans.
- (3) Scope for SFWMD ERP application assumes that SFWMD will not require a Harper Study/Analysis for the site.
- (4) Scope for SFWMD ERP application assumes that off-site lakes will not be required for the design of this specific site.
- (5) Assumes that the site will be designed in concurrence with City Land Development Code, and therefore Deviations will not be required. If a Site Plan Approval With Deviations is deemed necessary, a scope and fee adjustment may be necessary. This Task includes a Code Minimum Landscape Plan.
- (6) If no Deviations are necessary, PAB and City Council should not be required for the Site Plan Approval process.
- (7) It is our interpretation at this time that the proposed project is consistent with the property's zoning, and therefore this should not be an issue. If there are any zoning issues during the design and permitting process, it will be addressed on an hourly basis as a part of this Task.
- (8) Responding to SFWMD Requests for Additional Information (RAI's) will be addressed under this Task, on an hourly basis. This budget assumes to responding to two (2) SFWMD RAI's.
- (9) As these utilities are private, and depending on which of the various utility mains are tapped to supply service to this project, FDEP may not require a permit for the water and sewer utilities. If they are deemed necessary, these permit applications will be prepared under this Task.
- (10) Expenses for blueprints, reproduction services, database searches, color graphics, and overnight express and regular delivery services shall be reimbursable to the design consultant. The fee for this scope of service is an estimate only, and may need to be increased over the course of the project.



The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by WilsonMiller and together, when the CLIENT authorizes WilsonMiller to proceed with the services, constitute the AGREEMENT.

**DESCRIPTION OF WORK:** WilsonMiller shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and WilsonMiller. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT

**COMPENSATION:** Payment is due to WilsonMiller upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle WilsonMiller, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon thirty (30) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. Non-payment by the CLIENT of WilsonMiller's invoices within 30 days of WilsonMiller rendering same is agreed to constitute a material breach and, upon written notice as prescribed above, the duties, obligations and responsibilities of WilsonMiller are terminated. On termination by either party, the CLIENT shall forthwith pay WilsonMiller all fees and charges for the SERVICES provided to the effective date of termination.

**ENVIRONMENTAL:** Except as specifically described in this AGREEMENT, WilsonMiller's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the SERVICES include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, CLIENT acknowledges that such SERVICES proposed or performed by WilsonMiller are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the CLIENT's contractor or others and that WilsonMiller has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the SERVICES provided by WilsonMiller, CLIENT agrees to indemnify and hold WilsonMiller harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, WilsonMiller will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed.

**LIMITATION OF LIABILITY:** The CLIENT releases WilsonMiller from any liability and agrees to defend, indemnify and hold WilsonMiller harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole negligence of WilsonMiller. It is further agreed that the total amount of all claims the CLIENT may have against WilsonMiller under these Terms and Conditions, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of professional fees paid to WilsonMiller for the SERVICES or five hundred thousand dollars (\$500,000). No claim may be brought against WilsonMiller more than two (2) years after the cause of action arose. As the CLIENT's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against WilsonMiller and not against any of WilsonMiller's employees, officers or directors.

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, WilsonMiller knowingly encounters any such substances, WilsonMiller shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against WilsonMiller, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees to indemnify and hold WilsonMiller harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of WilsonMiller. WilsonMiller and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.



Stantec

**DOCUMENTS:** All of the documents prepared by or on behalf WilsonMiller in connection with the PROJECT are instruments of service for the execution of the PROJECT. WilsonMiller retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of WilsonMiller. In the event WilsonMiller's documents are subsequently reused or modified in any material respect without the prior consent of WilsonMiller, the CLIENT agrees to defend, hold harmless and indemnify WilsonMiller from any claims advanced on account of said reuse or modification.

WilsonMiller cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall release, indemnify and hold WilsonMiller, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of WilsonMiller, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without WilsonMiller's written consent.

**FIELD SERVICES:** WilsonMiller shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. WilsonMiller shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed. WilsonMiller shall observe and comply with all applicable laws, continue to provide equal employment opportunity to all qualified persons, and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

**DISPUTE RESOLUTION:** If requested in writing by either the CLIENT or WilsonMiller, the CLIENT and WilsonMiller shall attempt to resolve any dispute between them arising out of or in connection with this AGREEMENT by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty (30) calendar days with the mediator, if mutually agreed, the dispute shall be referred to arbitration pursuant to laws of the jurisdiction in which the majority of the SERVICES are performed or elsewhere by mutual agreement.

**ASSIGNMENT:** The CLIENT and WilsonMiller shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under these Terms and Conditions or any part hereof.

**SEVERABILITY:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and WilsonMiller.

**Disney & Associates, PA**  
**1865 Veterans Pk. Dr., Suite 301, Naples, Florida**

**STANDARD TERMS AND CONDITIONS**

Should **Additional Services** be requested due to a change in the scope of services required, we will proceed upon written authorization, and invoice on and hourly basis utilizing Disney & Associates, standard hourly rates, unless otherwise agreed. The rates will remain in effect for a period of not less than six (6) months from the effective date of the agreement. At that time, we reserve the right to revise our rates in accordance with changes in our operating costs. Written notification will be given thirty (30) days prior to the effective date of any such change in rates.

**Reimbursable expenses** in addition to the basic fee will include expenses in connection with project related travel; authorized out-of-town travel; long distance communications; reproduction costs; postage and handling of drawings, specification and other documents; facsimile correspondence; photography and photo finishing; and will be provided on an as needed basis. Invoicing shall be monthly with a 15% administrative charge.

**Invoices** will be issued monthly about the first week, and payment is due upon receipt, unless otherwise agreed. The owner agrees that should the production effort be interrupted due to late receipt of payments, it will be necessary to adjust the schedule. We specifically reserve the right to suspend or terminate our services if payment is not received within the time period specified. We reserve the right to withhold plans and documents from the review, signature, or distribution process, if account is not currently paid. Sealed document are issued only with current and fully paid accounts.

**Interest** will be billed at the rate of 1.5 percent per month (but not exceeding the maximum rate allowed by law) on the balance outstanding, thirty (30) days after the date of the invoice, and will be added and compounded monthly. Payment thereafter shall be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client. Architect and Client agree that Architect has no intention to charge a usurious interest rate and that in no event shall the client be required to pay interest which will exceed the highest charge permitted by applicable Law.

**Satisfaction with Services:** Payment of any invoice by the Client to the Architect shall be taken to mean that the Client is satisfied with the Consultant's services to the date of payment and is not aware of any deficiencies in those services.

**Ownership of Instruments of Service:** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by Disney & Associates, PA or our Consultants as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

**Insurance:** Disney & Associates, maintains Comprehensive Commercial General Liability Insurance with limits of \$2,000,000, and Professional Liability Insurance with limits of \$1,000,000. The cost of this insurance coverage is included within our quoted fees. Additional insurance or increased limits of liability coverage are available at an additional cost and upon written request will be quoted.

The Client agrees to limit the Design Professional's liability to the Client and to all construction contractors and subcontractors on the project, due to the Design Professional's negligent acts, errors or omissions, such that the total aggregate liability of the Design Professional to all those named shall not exceed \$10,000 or the Design Professional's total fee for services rendered on this project, whichever is greater.

In the event the Client, makes a claim against Disney & Associates, 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 fully prove such claim, then the Client shall pay all costs, including reasonable attorney's fees, incurred by Disney & Associates, in defending itself against the claim.

**Interpretation:** Limitations on liability and indemnities in this agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by the Design Professional's sole or gross negligence or the Design Professional's willful misconduct. "Parties" means the Client and the Design Professional, and their officers, partners, employees, agents and sub-consultants. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join the Design Professional as a third-party defendant.

**TO THE EXTENT PERMITTED BY LAW, NO WARRANTY, EXPRESSED OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL FOR PROFESSIONAL SERVICES, BY OUR FURNISHING ORAL OR WRITTEN REPORTS, OR BY FURNISHING DRAWINGS AND SPECIFICATIONS.**

**Betterment:** If, due to the Design Professional's error, any required item or component of the project is omitted from the Design Professional's construction documents, the Design Professional shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will the Design Professional be responsible for any cost or expense that provided betterment, upgrade or enhancement of the project.

**Permit, Taxes and Fees,** unless otherwise specifically referenced in the proposal and agreement, including but not limited to sales or other taxes, permit, impact, agency and application fees, are the Client's responsibility.

**Savings Clause:** If during the term of the Agreement it is found that a specific clause is illegal under Federal or state law, the remainder of the Agreement shall not be affected but shall remain in full force and effect.

**WILSONMILLER, INC. SCHEDULE OF FEES**

Effective January 1, 2011

<u>Staff Level</u>	<u>Rate</u>
Level 1	\$ 49.00
Level 2	\$ 56.00
Level 3	\$ 62.00
Level 4	\$ 69.00
Level 5	\$ 76.00
Level 6	\$ 83.00
Level 7	\$ 91.00
Level 8	\$ 100.00
Level 9	\$ 108.00
Level 10	\$ 118.00
Level 11	\$ 143.00
Level 12	\$ 157.00
Level 13	\$ 172.00
Level 14	\$ 187.00
Level 15	\$ 202.00
Level 16	\$ 215.00
Level 17	\$ 231.00
Level 18	\$ 273.00
Level 19	\$ 354.00
1 Person Field Crew	\$ 85.00
2 Person Field Crew	\$ 125.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

Unit billings, such as printing and survey materials, will be billed at WilsonMiller standard rates (Schedule available on request). All other out-of-pocket expenses will be billed at cost +15%.



# Disney & Associates, P.A.

1865 Veterans Park Drive, Suite 301  
Naples, Florida 34109-0447  
Phone 239-596-2872  
Fax 239-596-2874

## "HOURLY RATE and EXPENSE SCHEDULE – January 2011 "

Fees and expenses are reviewed semi-annually and adjustments made where appropriate. The rates on this schedule are applicable for the time period indicated.

### Professional Fees

Principal	Dalas D. Disney, AIA .....	\$185/hr
Senior CAD Operator (CAD and Drafting) .....		\$100/hr
Clerical .....		\$55/hr
Expert Witness – Testimony/Waiting .....	4.0 X Hourly rate (4 hour minimum)	

### Outside Professional Fees

not in original agreement ..... cost

### Blueprints/plots/b&w copies/color copies/reproductions

outside service/digital prints .....		cost
plots-mono (24x36) .....		\$9.50
bond plots-mono (11x17) .....		\$2.75
bond plots-mono (8.5x11) .....		\$1.50
vellum plots-mono (24x36) .....		\$15.00
mylar plots-mono (24x36) .....		\$20.00
color bond plots (24x36) .....		\$60.00
bond graphics plot-mono (24x36) .....		\$40.00
bond copy-mono (letter/legal/page) .....		\$0.20
bond copy-mono (ledger/page) .....		\$0.35
color copies (8½x11) .....		\$2.00
color copies (11x17) .....		\$2.75
cd-rom per disk .....		\$125.00

### Communications

long distance	phone .....	cost
fax	per page .....	\$0.25

### Shipping/courier/postage

overnight	commercial carrier .....	cost
2-day	commercial carrier .....	cost
outside courier service .....		cost
postage .....		cost

### Travel

air fare .....		cost
mileage (out of town) .....		\$0.65/mile
parking .....		cost

### miscellaneous

all .....		cost
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Interest on past due accounts (30 days from invoice date) 1.5% per month

# Liebl & Barrow Engineering, Inc.

Structural Engineering • Threshold Inspection

## FEE SCHEDULE

### PROFESSIONAL:

Principal Engineer	\$ 140.00/hr
Professional Engineer	115.00/hr
Shop Drawing Review	115.00/hr
Construction Administration	115.00/hr
AutoCAD Technician	70.00/hr
Claim Investigation	175.00/hr
Expert Witness – Testimony (4 hour minimum)	275.00/hr

### CONSTRUCTION INSPECTOR:

Regular Hour Inspector Rate	70.00/hr
Overtime/Weekend Inspector Rate	105.00/hr

### ADMINISTRATIVE:

Clerical	42.00/hr
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**OUTSIDE PROFESSIONAL FEES:** Cost + 15%

### REIMBURSABLE EXPENSES:

Courier Service (Lee & Collier Counties)	\$ 35.00/trip
Courier Service – Rush (Lee & Collier Counties)	45.00/trip
Other Expedited Delivery Services	Cost + 15%
Drawing Prints	2.00/each
Translucent Bond Original (Re-plot)	10.00/each
Electronic Shop Drawing File Prints (24”x36”)	2.00/each
Electronic Shop Drawing File Prints (11”x17” or smaller)	0.15/each
Photocopy	0.15/each
Mileage	0.65/mile

**Fees Are subject to change on an annual basis.**

**The most current Fee Schedule shall be used.**

**08/11**

# Mark A. Brant, P.E.

Mark A. Brant, P.E.  
Fla. Lic. No. 54692  
1620 Medical Lane Suite #118  
Ft. Myers, FL 33907

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Telephone 1-239-939-9098  
Fax 1-239-939-9038  
Cell 1-239-770-5680

## LETTER OF TRANSMITTAL

**To:** Disney & Associates  
Mr. Dalas Disney

**From:** Mark Brant

**Date:** August 19, 2011

**Subject:** Consulting Hourly Rates

Mr. Disney,

We are pleased to offer the following rates that are the standard hourly rates for consulting services for our office.

Engineering Principal - \$135/hour  
Designer - \$75/hour  
Administrative - \$45/hour

Give me a call with any questions.

Best Regards,

Mark Brant, P.E.