### AGREEMENT FOR MANAGEMENT SERVICES

This A	4greeme	ent is entere	ed into	day	of			,	200	)9 b	y	and
between The	Board o	of County (	Commiss	ioners of	Coll	ier Cour	ity, Flo	rida a	s the g	governi	ng b	ody
of the Pelica	an Bay	Municipal	Service	Taxing	and	Benefit	Unit,	herein	nafter	referre	d to	) as
"District" and	1 The Pe	lican Bay	Foundati	on, Inc.,	a Flo	rida not-	-for-pre	ofit co	rporat	ion, he	reina	ıftei
referred to as	"Found	ation"										

### RECITALS:

WHEREAS, the District has appointed the Pelican Bay Services Division Board, hereinafter referred to as "PBSD Board") to act as an advisory board to the District on matters pertaining to the Pelican Bay Community; and

WHEREAS, pursuant to the ordinance establishing the PBSD Board, among its purposes is to exercise direct supervision and responsibility for the execution of work programs within the Pelican Bay Community; and

WHEREAS, in February 2009, the Foundation completed and delivered to the residents of the Pelican Bay Community and to the PBSD Board an extensive Strategic Master Plan which was prepared over the course of sixteen months; and

WHEREAS, one of the recommendations of the Strategic Master Plan was that the Pelican Bay Community's streetscape including but not limited to landscaping and lighting, parks, pathways and other improvements/enhancement which contribute to the safety and security of the community, were in need of upgrading, improvement and replacement on lands owned by the Foundation and lands owned by the District for which design standards must be developed, hereinafter referred to as the "Work Project"; and

WHEREAS, the District and the Foundation are both funded only by the residents and property owners of the Pelican Bay Community; and

WHEREAS, the Work Project would occur on lands owned by the District and on lands owned by the Foundation; and

WHEREAS, in order to begin the Work Project the Foundation issued a request for proposals and qualifications from fifteen (15) different companies and received and reviewed ten (10) responses before selecting a consultant to implement the Work Project; and

WHEREAS, the selected consultant Wilson Miller, Inc. presently holds a consulting engineering contract with the governing board of the District in another capacity for projects outside the District; and

WHEREAS, the Foundation has agreed to manage and supervise the implementation of the Work Project by the selected consultant as set forth Scope of Services Section 2-3 attached hereto and incorporated by reference herein as Exhibit "A"; and

WHEREAS, the PBSD Board recommends that the District enter into this Agreement; and

WHEREAS, the District finds that the Foundation is the only entity that could properly manage the Work Project in a manner that is consistent and continuous on District and Foundation lands; and

WHEREAS, the District finds that the Foundation is the only entity that is ready, willing and able to manage the Work Project; and

WHEREAS, the District finds that the Foundation is the sole source provider to manage the Work Project on District and Foundation lands; and

WHEREAS, the District finds that it is in the District's best interest to waive, to the extent applicable, the formal competitive proposal process and to exempt the management services to be provided through this Agreement;

NOW, THEREFORE, for good and valuable considerations flowing from each party to the other party, District and Foundation agree as follows:

- 1. All of the foregoing Recitals clauses are correct and true and are incorporated by reference herein as part of this Agreement.
- 2. The Foundation shall provide to the District management services to develop standards and designs for implementation of the Work Project.
- 3. The Foundation shall provide regular, at least at each phase, reports to the PBSB board and shall consult with and schedule workshops between the PBSD Board and the appropriate Foundation Committee for input and the overall plan and direction of the Work Project.
  - 4. The Foundation may employ WilsonMiller to accomplish the Work Project.
- 5. The Foundation is to be reimbursed by the District on a proportionate share basis as outlined in the fee schedule and proportionate share breakdown attached hereto and incorporated by reference herein as Exhibit "B". These costs have been assigned based on a number of elements including but not limited to underlying land ownership, long term maintenance, operational responsibilities and Foundation Strategic Planning activities within the Community and District interest in these community improvement activities.
- 6. The District shall reimburse the Foundation within sixty (60) days of receipt of invoice for its proportionate share of the fees and costs of services supported by invoices provided by the Foundation as certified by the Foundation's engineer and approved by the District's Administrator. Project related expenses such as travel; lodging; subsistence; long distance communication; postage; shipping; reports, drawing and/or specification reproduction; and Client authorized overtime, are all reimbursable expenses. Unit billings will be charged per the Design Professional's current rate code schedule. Out-of-pocket expenses will be billed at cost plus five percent (5%). The Foundation shall invoice the District at least quarterly.
- 7. If the Foundation should select a consultant that is related to a principal or officer of the Foundation, the Foundation shall disclose such selection to the District.

8. The term of this Agreement is for one (1) year unless earlier terminated and it may be renewed upon the same terms. Either party may terminate this Agreement after at least thirty (30) days written notice to the other. District shall be responsible for payment of its proportionate share of fees and costs incurred prior to the effective date of termination. Written notice shall be provided as follows:

As to District:

Collier County Manager 3301 East Tamiami Trail Naples, FL 34112

With a copy to:

Pelican Bay Services Division Neil Dorrill, Administrator 801 Laurel Oak Drive, Suite 605 Naples, FL 34108

and

Pelican Bay Services Division Board Mary Anne Womble, Chairwoman 801 Laurel Oak Drive, Suite 605 Naples, FL 34108

As to Foundation:

Jim Hoppensteadt

President

Pelican Bay Foundation 6251 Pelican Bay Blvd. Naples, FL 34108

With a copy to:

R. Bruce Anderson Roetzel and Andress 850 Park Shore Drive Trianon Centre, Third Floor Naples, FL 34103

- 9. The laws of the State of Florida will be controlling with respect to this Agreement and its provisions, and venue is said to lie in Collier County, Florida.
- 10. If any provision or portion of this Agreement is found or ruled to be invalid, the remaining portions shall be otherwise not affected.
- 11. In the event of any action at law or in equity by a party hereto for enforcement of its rights under the provisions of this Agreement, or seeking damages by reason of any breach by the other party of its duties and obligations hereunder, the prevailing party shall be entitled to the recovery of reasonable attorney's fees and court costs incurred in connection therewith, including appellate proceedings.
- 12. This Agreement constitutes the sole understanding and working arrangement between the parties hereto, and supersedes all prior agreements and contracts by and between the parties which are hereby acknowledged to be null and void.

IN WITNESS WHEREOF, District and Foundation have caused these presents to be executed in their respective names effective as of the day and year first written above.

ATTEST:	"DISTRICT"
Dwight Brock, Clerk	The Board of County Commissioners of Collier County, Florida as the governing body of the Pelican Bay Municipal Service Taxing & Benefit Unit
By:	By: Name: Title:
WITNESSES:	"FOUNDATION:
	The Pelican Bay Foundation, Inc., a Florida not-for-profit corporation
Print Name:	By: Name:
	Title:
Print Name:	
Approved as to form and legal sufficiency:	
Jeffrey A. Klatzkow, County Attorney	

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### PROFESSIONAL SERVICES PROPOSAL

TO:

Jim Hoppensteadt

President

Pelican Bay Foundation, Inc. 6251 Pelican Bay Blvd. Naples, FL 34108

FROM:

Kevin G. Mangan

Vice President/Principal

Keith W. Morrow

Senior Vice President/Principal

DATE:

August 19, 2009; Revised September 17, 2009

SUBJECT:

Professional Planning Services Proposal: Pelican Bay Community Improvement Studies

Pelican Bay Strategic Master Plan Improvement Services; Collier County, Florida

### 1. OVERVIEW

- 1.1. The Pelican Bay Foundation (Foundation or Client) has requested WilsonMiller, Inc., (Consultant or WilsonMiller) to provide a proposal for the professional planning services required as previously outlined by the Foundation for the advancement of the community wide Strategic Master Plan dated February, 2009. The Strategic Master Plan forms the foundation of these proposed works.
- 1.2. The Consultant has reviewed the Strategic Master Plan, provided our professional experiences and key team members resumes to the Foundation and presented our team's qualifications and outline approach of this process to the Client's Strategic Planning Committee and the Pelican Bay Services Division prior to preparing this proposal.
- 1.3. Pelican Bay is a renowned model community established in Collier County in the 1970's based upon the mission of a partnership between development and ecology, using principals of environmental stewardship and green community building standards that are only now being quantified and codified in modern day community planning and development standards.
- 1.4. The Foundation's model community commitment remains the same today. The purpose of this proposal is to identify the scope and fees associated with the Pelican Bay Community Improvements Study elements within the community that are ready for retirement, renovation and/or inclusion of new sustainable technologies, design solutions, landscape and public realm practices of operations and maintenance activities. The Foundation's goal is to promote cost effective and sustainable initiatives of real value to the community while minimizing and limiting costly un-sustainable dated designs and operational practices.
- 1.5. The general areas of the community that will be included in this study include land uses associated within the community (residential, commercial, recreational, conservation, etc.) and in particular those immediately adjacent to the Pelican Bay Parks, the US 41 berm, the community berm and boardwalk areas and the following major public streets: Pelican Bay Boulevard, Gulf Park Drive, Ridgewood Drive, Green Tree Drive, Oakmont Parkway, Hammock Oak Drive and North Pointe Drive and Foundation owned property

- 1.6. The Consultant recognizes that there are a number of supporting files, recent past community public input records and base mapping of existing conditions that the Foundation and the Pelican Bay Services Division (PBSD) has and will make available to the Consultant as we further engage in the fact finding and plan development of the planning improvement studies. Included but not limited to these records, access to the PUD documents, standing permits and development orders for the community will be made available along with the Foundations legal interpretation of these and other documents as necessary to produce the works outlined herein.
- 1.7. WilsonMiller, Inc., understands that our contract will be with the Pelican Bay Foundation who will in turn enter into an inter-local agreement with the Pelican Bay Municipal Service Taxing & Benefit Unit, "MSTBU" (also referred to as the Pelican Bay Service Division, "PBSD") in order to produce these works of common interest to both.
- Lands that have been identified in the study area include lands owned by both the Foundation and the MSTBU.
- 1.9. The Foundation is to be reimbursed by the MSTBU on a proportionate share basis as outlined in the fee schedule and proportionate share breakdown attached. Based on previous understanding between the Foundation and the MSTBU of which both will be directly benefited, these costs have been assigned based on a number of elements including but not limited to underlying land ownership, long term maintenance and operational responsibilities, strategic Foundation planning activities within the Community and MSTBU interest in these Community planning activities. On each invoice to the Foundation, the Consultant shall list proportionate share costs and fees of the items/each task on the invoice based on the pro-rata share shown on the fee dollar breakdown attached. Such proration of costs and fees shall be certified in writing by WilsonMiller, Inc., with such detail and explanation as are necessary for the MSTBU in it judgment to reimburse the Foundation
- 1.10. The Consultant understands that through the process of these studies and the stages of works identified below that we will be responsible to communicate regularly the findings and the progress of these works to the Foundation, the Pelican Bay Community and the Pelican Bay Services Division. This educational and public feed back process is outlined in greater detail within section 2.13 of this proposal.

### 2. SCOPE OF SERVICES

The following scope of services outlines the provisions of the work and the deliverables to be provided during the production of these works. In order to provide a more succinct scope of service that addresses the community elements of the improvement plans as outlined by the Pelican Bay Strategic Planning Committee, we use Phase I to be synonymous with Initial Base Data Gathering and Conceptual Design Reporting, Phase II to be synonymous with Schematic Design and Phase III to be synonymous with Design Development.

2.1. General Services and Review of Standing Development Orders, Permits and Codes

In order to establish a baseline condition of entitlements and codes within the Phase I work and to provide a framework of improvement programs and potential priorities, the Consultant will begin by reviewing the existing PUD and Development Orders, permits of wetland and water management and codes that we may be working under. WilsonMiller, Inc., will also coordinate with the PBSD for as built site conditions and plan/survey locations of existing trees, palms and landscape, lighting, utilities, irrigation, etc.

WilsonMiller, Inc., will also be reviewing for additional detail the background data that was collected to create the Strategic Master Plan Report and the recently completed sustainability report provided to the

Foundation by Twenty Fifty.

## 2.2. Master Streetscape Plans for Landscape and Irrigation – Phases I, II and III

The Consultant will develop a detailed master streetscape plan and recommendations for both landscape materials and irrigation system improvements for the landscape and paved public areas along the major public streets identified as Pelican Bay Boulevard, Gulf Park Drive, Ridgewood Drive, Green Tree Drive, Oakmont Parkway, Hammock Oak Drive and North Pointe Drive and Foundation owned property with consideration for sustainability consistent with current good design practice, best management practices (BMP's) and applicable recommendations/regulations of local, state and federal agencies.

### I - Initial Base Data Gathering and Conceptual Design Reporting

The Consultant will provide the following services and deliver in report and diagrammatic mapping format the outcome of these services, conclusions of potential solutions to the issues observed or discovered and recommendations for moving forward into the next phase of works for review and approval of the Client.

- a. Site reconnaissance including field notes, measurements, photographs and visual verification of survey and as built drawing/data provided; advise as to additional survey needs if any
- b. Provide general landscape planting written observations of plant conditions and design characteristics, identify on diagrammatic master plan improvement strategies/opportunities
- Identify and advise in writing specific design practice opportunities for each roadway including Florida Yards and Neighborhoods qualities and practices for landscape, irrigation and maintenance activities
- d. Identify related transportation, engineering, ecological elements or concerns if any
- e. Interview the Foundation Facilities Director and the PBSD Field Manager to provide operations, maintenance and sustainability overview comments for use
- f. Review and identify County Government, regulations that may apply to improvement initiatives

### II - Schematic Design

The Consultant will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Prepare 50% complete schematic plans in AutoCAD for presentation/review with the Client
- Identify key typical and unique area plans for each roadway and Foundation property
   Up to 9 enlargement plans of proposed typical improvements are provided for here
- c. Prepare a preliminary plant palette for the improvement projects
- d. Refine and complete Schematic Design and key area enlargement plans
- e. Prepare opinion of probable cost estimates at 50% and final design delivery
- f. Prepare a final phasing plan of improvements for review with the Client

### III – Design Development

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work outlined above.

- a. Prepare 50% design development landscape and irrigation plans in AutoCAD and hand drawn enlargement plan areas for all major public roadways and Foundation lands
- b. Refine master plan and integrate into all scope areas for landscape, irrigation and other roadway corridor improvements including phasing recommendations

- Refine and complete Design Development landscape and irrigation plans and hand drawn key area enlargement plans
- d. Finalize phasing plan
- e. Finalize Opinion of Cost estimate for Design Development plans
- f. Finalize recommended plant palette

### 2.3. Public Street /Foundation Property Lighting Recommendations – Phases I, II and III

WilsonMiller, Inc., and our consultant team will prepare street lighting electrical audits, cost benefit scenarios for alternative lighting solutions and prepare recommendations to meet a power conservative, sustainable lighting solutions to include meeting night sky lighting criteria and, where cost effective and desired by the community, aesthetic fixture and pole standards for consideration.

In evaluating the public street lighting, the Consultant will provide additional recommendations as to potential security and accent lighting in open space, public realm and viewing areas of the project.

I - Initial Base Data Gathering and Conceptual Design Reporting

WilsonMiller, Inc., and the consultant team will provide the following reporting and supporting graphics for the following services:

- a. Prepare an electrical audit of existing fixtures within the current street lighting package
- b. Prepare cost benefit scenarios and payback timeframes for alternative lighting technology solutions applied to the existing system based on consultant recommended alternatives
- c. Identify and provide written and photographic observation of the operational street, pathway and accent light fixtures at locations within the identified major streets, project open spaces and Foundation property; identify on diagrammatic master plan improvement strategies
- d. Identify suitable as well as undesirable existing lighting conditions
- e. Identify opportunities for aesthetic enhancement of poles and fixtures and provide cut sheets of options for review by the Foundation and PBSD
- f. Suggest preferred lighting package and solution for future improvement phases of work

### II - Schematic Design

The Consultant and team will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Develop optional street lighting families of light fixtures; provide cut sheets and data catalogues of options
- Develop optional walkway and accent lighting families of light fixtures; provide cut sheets and data catalogues of options
- c. Review cost benefit analysis of each
- d. Prepare an Opinion of Cost estimate comparing each option along with a recommended phasing plan
- e. Confirm Dark Sky criteria compliance of each option
- f. Prepare a lighting location and fixture replacement master plan based on 50% review of options and cost benefit considerations with preferred fixture solutions identified

### III - Design Development

The Consultant and team will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work outlined above.

Exhibit "A" Page 4 of 25 b. Provide lighting cut sheets with outline specifications

# 2.4. Sound Attenuations & Security Review for the US-41 Berm - Phases I, II and III

WilsonMiller, Inc., and our consultant team will provide review and recommendation of sound attenuation and security improvements along the length of the US-41 landscape berm that serves as the eastern boundary of the community. With the goals of both improved security and sound barrier treatment, we envision that the recommendations may serve both design elements at the same time or solve one issue more specifically than the other. The Consultant also recognize that the solutions may be best provided in combination as a series of solutions addressing both design issues for consideration of the Client.

I - Initial Base Data Gathering and Conceptual Design Reporting

The Consultant will provide the following reporting and supporting graphics for the following services:

- a. Collect and review field observations and design base data review and comment on the conditions of the berm width and height, landscape planting, walls/fences, etc.
- b. Identify in writing and photographs items of concern along the berm length
- c. Identify optional methods of security and sound mitigation on diagrammatic master plan

### II - Schematic Design

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Prepare Master Plan, 50% and final Schematic key area plans of proposed landscape and hardscape improvements for the berm
  - Prepare typical electronic plans and hand drawn sections of methodologies identified, where this is a particular commercial item, provide product cut sheets and pictures of its use
  - 2. Noise level data collection is a potential additional service and not included within this proposal at this time.
- b. Prepare and opinion of cost estimate for the improvements
- Recommend and provide a specific plant palette that serves these design needs and that may
  be used to augment the existing conditions of the berm

### III - Design Development

The Consultant will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work outlined above.

- a. Refine the master plan of entire berm length as required
- b. Prepare 50% and final Design Development key typical plans and sections of improvements on the master plan including recommended phasing of improvements
- c. Key typical and enlarged plans, sections and details to the master plan
- d. Prepare final berm plant palette
- e. Prepare opinion of cost estimate refinement
- 2.5. Pathway Improvements Master Plan: Biking, Rollerblading, Walking & Jogging Phases I, II and III

Exhibit "A" Page 5 of 25 WilsonMiller, Inc., will provide further recommendations to the use and separation where appropriate of the biking, rollerblading walking and jogging uses of the pathways and streets of the community and prepare a master plan of the improvements of the existing system and/or recommend the addition of pathways or other alternative routes for these facilities.

### I – Initial Base Data Gathering and Conceptual Design Reporting

The Consultant will provide the following services and deliver in report and mapping format the outcome of these services, conclusions to potential solutions to the issues observed or discovered and recommendations for moving forward into the next phase of works for review and approval of the Client.

- a. Bicycle ride and walk the existing pathways and streets, prepare written comments on layout and usage patterns observed including supporting photographs of opportunities and constraints, issues, etc., and key these to an electronic master plan
- b. Identify in writing and photographs issues of width, ADA accessibility, landscape obstructions or damage, line and grade constraints, etc.
- Consider and recommend widened pathways where appropriate, materials and street furnishing additions, identify on diagrammatic master plan as to location recommendations
- d. Review of community desires, past reports and the Strategic Master Plan for earlier collected community improvement input and recommendations of improvements
- e. Prepare a series of master plan solutions as a whole facility improvement solution for the pathway uses on diagrammatic master plan

## II - Schematic Design

The Consultant will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- Continue to develop Master Plan and prepare 50% and final Schematic Design level pathway design improvement solutions
- b. Prepare hand drawn typical plans and section/ elevations for improvement solutions
- c. Prepare order of magnitude cost estimates at 50% and final plans delivery
- d. Integrate with traffic safety standards that are developing in task 2.7 below
- e. Review ADA compliance and recommend solutions to bring project pathway facilities into compliance
- f. Integrate and prepare improvement recommendations that are coordinated with task 2.3 Lighting above and 2.11 CPTED principals and security technologies below
- Refine and finalize system plans, sections, furnishings and material recommendations into a single master plan solution
- h. Provide samples of pathway material alternatives and cut sheets of proposed site furnishing improvements

### III – Design Development

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work outlined above.

- a. Provide final master plan of approved streetscape/ pathway layout, including recommended phasing and Design Development enlargement plans of specific areas with materials and furnishings indicated
- b. Prepare final typical sections/ elevations of proposed improvements
- c. Prepare Design Development level area plans of approved streetscape/ pathway layout,

Exhibit "A" Page 6 of 25

- including enlargement plans of specific areas, with keyed sections/ elevations/ details
- d. Prepare final opinion of cost estimate
- e. Finalize report on safety, ADA, and CPTED strategies

### 2.6. Entry Monumentation and Signage to the Public Streets - Phases I, II and III

WilsonMiller, Inc., will prepare improvement recommendations and alternatives for six community entries and entry monuments to each of the public streets. These ideas will incorporate the existing Pelican Bay branding into the improvement concept development.

I - Initial Base Data Gathering and Conceptual Design Reporting

WilsonMiller, Inc., will provide the following reporting and supporting graphics for the following services:

- a. Review existing conditions and design of the six Main Entry Enhancements areas
- Review existing conditions of internal streets for monumentation and signage opportunities/ constraints
- c. Confirm locations of improvements and underlying ownership of lands
- d. Review PUD standards and local County codes and regulations for improvement processes within road rights of way, etc.
- e. Report on the above conditions and standards found with recommendations of strategy and procedures for monument improvements on diagrammatic master plan

### II - Schematic Design

The Consultant will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Create 3 unique hand drawn typical options for entry and roadway monuments improvements
- b. Prepare plans, sections and elevations for 50% and final Schematic Design including three computer generated before and after still simulations one of each typical unique option
- c. Prepare order of magnitude cost estimates at 50% and final Schematic Design
- d. Provide written recommendations of design alternatives and standards to all public streets
- e. Provide written recommendations and design alternatives for interior community parcel signage that support way-finding and CPTED standards
- Review and provide written recommendations on community way-finding signage.
- g. Provide written review on PUD/County standard applications to proposed improvements at 50% and final Schematic Design

### III - Design Development

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work outlined above.

- a. Prepare 50% and final preferred main entry/ monument Design Development plans with dimensions and material call outs keyed to plans
- Prepare internal monument Design Development sections, elevations and details keyed to plans
- c. Prepare location, message key, viewing faces and signage phasing plans
- d. Prepare order of magnitude cost estimate refinement by recommended implementation phase at 50% and final Design Development Plans

Exhibit "A" Page 7 of 25

### Community Traffic Calming and Safety Recommendations – Phases I and II

The consultant will develop recommendations and a master plan for providing traffic calming and traffic safety within the public streets, intersections and cross walks within the community. Additionally, traffic calming strategies will be reviewed with Collier County transportation design and operations criteria in mind and advise the Client of the available options and alternative improvement designs that are available.

I - Initial Base Data Gathering and Conceptual Design Reporting

WilsonMiller, Inc., and the consultant team will provide the following reporting and supporting graphics for the following services:

- Review of Major Corridor Street Network The Consultant will compile a diagrammatic
  master plan exhibit of roadways and pathways that can be utilized in further evaluating
  options for safety, traffic calming, and pathway network improvements.
  - Facilities will be characterized by their function and by the ownership/maintenance responsibility
  - Roadway and bike/pedestrian facilities interactions will be examined for existing or potential conflicts. Public records will be reviewed to identify any safety/accident patterns
  - Existing and potential new crosswalk locations, including mid-block crosswalks will be examined/evaluated for further consideration. Options for signing, marking, and lighting will be considered and coordinated with sections 2.5 and 2.11 of this proposal
  - Roadway characteristics including cross-sections, design speed/posted speeds/actual speeds will be evaluated. Speed data will be collected at appropriate locations
  - 5. An evaluation of current use of facilities will be made, including vehicular and non-motorized modes, to the extent practical
  - 6. Data Collection is proposed here as an additional service at this time and is not accounted for in the proposed fee structure attached In order to evaluate all of the movements of vehicles into and thru the community it would be necessary to conduct a comprehensive traffic count program. We would recommend 72-hour machine counts at all major access points and several mid-community locations in order to properly quantify the traffic utilizing the public roadways within Pelican Bay. Because the initial data gathering exercise would occur during "off-season" 2009, it will be necessary to return to several select locations to gather similar counts during peak-season 2010 in order to develop factors that can be used to estimate season traffic from off-season data. We intend to use localized and most recent data available for the improvement recommendations however this information would be required prior to the design and implementation of traffic calming standards.
- b. Neighborhood Traffic management Collier County has an adopted Neighborhood Traffic Management Program that establishes traffic calming evaluation procedures for use on both public and private roadways. WilsonMiller, Inc., will evaluate that procedure for application in Pelican Bay, and after discussions with County Transportation Staff, recommend an approach to evaluating traffic calming initiatives that may arise.
  - 1. As part of a recommended procedural approach, the Consultant will develop a

recommended selection set of viable calming devices/techniques for consideration, including such techniques as roundabouts, raised crosswalks, lane width reduction, signage, policing, etc. for all traffic use within the roadways.

- c. Agency Coordination The Consultant's Planners and Engineers will coordinate with Collier County Transportation Division, including those departments responsible for work in the public rights-of-way, sidewalk and bicycle facility planning, traffic operations, traffic calming (neighborhood traffic management), and to the extent necessary law enforcement and emergency services providers.
- d. Sight Visibility Studies During data gathering and reconnaissance exercises, WilsonMiller, Inc., will be identifying and evaluating existing conditions related to site visibility/distances at intersections, to include the public streets and public street intersections. This information will be coordinated with the landscape master planning improvement recommendations as outlined in item 2.2 above.
- e. Provide a written report of the findings and graphics generated from above

### II – Schematic Design

The Consultant will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. After carefully evaluating the existing conditions, WilsonMiller, Inc., will consider the various options that would be effective in advancing traffic calming initiatives. Schematic design phase activities includes the following steps:
  - 1. Create 4 5 key area hand drawn concepts for improvements and locate on an electronic master plan of the community
  - 2. Establish a Neighborhood Traffic Management Program Study Approach
  - 3. Provide a preliminary opinion of probable cost
  - 4. Identify potential funding options/responsibilities
- b. As provided for in Stage One, this continuing effort will involve coordination with Collier County Transportation Departments responsible for the neighborhood traffic management program, work in the public rights-of-way, and traffic operations, as well as law enforcement and emergency services
- c. Coordinate with key area landscape, lighting and hardscape improvement concepts

## III - Design Development

WilsonMiller, Inc., will prepare pathway and crosswalk improvements as part of section 2.5 above or 2.11 below

Based on the need for traffic data collection stated above and a better understanding of County design standards and community options for traffic design/operations provided through the end of Schematic Design, we suggest that only a strategy and direction of roadway improvements be developed at that time. This will allow the proposed roadway improvements that are desired by the community to be added at a later date to this or a separate contract so that all necessary data collection, scope of service, design and operational standards as well as funding mechanisms are better understood. Design Development improvements for roadway design and traffic operations are therefore not included

herein.

## 2.8. Community Park Destination Improvement Plans - Phases I, II and III

The Consultant will provide recommendations, master plan and site plan graphics for modifications of the public park areas of the Foundation grounds so as to encourage greater participation in the parks as destinations within the community. Parks that are not on Foundation lands such as the County Park located on Vanderbilt Beach Road are not included in this proposal.

I - Initial Base Data Gathering and Conceptual Design Reporting

The Consultant will provide the following reporting and supporting graphics for the following services:

- a. Prepare a qualitative site inventory all existing parks and park elements on a diagrammatic master plan
- b. Review Strategic Master Plan community comments and plan recommendations of park improvements
- Review and report on similar park situations for the potential addition of desired elements, facilities, activities and user roles; match these to earlier reported community user preferences
- d. Review and report on connectivity, safety, visibility, site furnishings, landscape and irrigation of the existing parks
- e. Provide recommendations of potential park improvements for approval of the Client and inclusion in the Schematic Design package of drawings

### II - Schematic Design

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Prepare written recommendations on park design solutions and prepare hand drawn individual park site plan options
- b. Prepare Master Plan of Public Parks indicating the unique and distinguishing characteristics of park improvements and locating the individual keyed in site plans
- c. Prepare order of magnitude cost estimates
- d. Prepare 59% and final Schematic Design park improvement plans

### III - Design Development

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work outlined above.

- a. Provide 50% and final park Design Development level improvement plans and details including landscape, irrigation, lighting, site furnishings and recommended phasing of improvements
- b. Prepare 50% and final Design Development opinion of cost estimates

### 2.9. Community Berm and Boardwalk Improvement Plans - Phases I, II and III

The Consultant will review the Strategic Master Plan report to consider and develop recommendations to increase the capacity and safety of movement of pedestrians and vehicles along the Community Berm and boardwalks that are parallel to and cross Clam Bay. This will involve a series of recommended improvements within the master planned lengths of the Community Berm and Boardwalks to the Community beach facilities.

## I - Initial Base Data Gathering and Conceptual Design Reporting

WilsonMiller, Inc., will provide the following reporting and supporting graphics for these services:

- a. Inventory berm and boardwalk elements including widths, user elements, and environmental situation and note findings on a diagrammatic master plan. The Consultant will direct a survey crew to collect two cross sections of the berm and set MHW stakes at the toes of the berm at the section locations.
- b. Review Strategic Master Plan and its back ground data for suggestions, feedback from the Community for potential improvements
- c. Review of existing State and Federal wetland permits, Water Management District and Development Order for improvement options or potential
- d. Review Strategic Master Plan berm improvement ideas for conformity to permits
- Identify issues of concern and plausible improvement designs within limits of existing permits; identify strategic issues and timeframes required for works beyond existing permits

### II - Schematic Design

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Develop a master plan of the locations and key areas of potential berm improvements
- b. Prepare alternative berm expansion typical electronic plans and hand drawn section drawing solutions and key these to the Master Plan
- c. Review and comment on appropriateness of solution regarding existing permitting or potential permit activities in best to worst case type scenarios. This will be a qualitative review to help identify the more aggressive to the least aggressive approaches.
- Identify permitting processes, if any, required for berm and boardwalk improvement issues
- e. Provide order of magnitude costs for both constructive works and permitting fees

### III - Design Development

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work outlined above.

- a. Prepare berm and boardwalk improvement Design Development plans including sections and details where necessary to meet the permit and improvement strategies approved by the Client at the end of Schematic Design
- b. Finalize Master Plans and keyed plans, identify phasing solutions and prepare 50% and final Design Development plans and opinions of cost for these improvements
- Develop plans and details to a pre-permit level of documentation

### Public Arts Program - Phases I and II (Phase III is not part of this proposal) 2.10.

The Consultant will develop and prepare recommendations for the addition of Public Art into the Community.

I - Initial Base Data Gathering and Conceptual Design Reporting

WilsonMiller, Inc., will provide the following reporting and supporting graphics for these services:

a. Identify and prepare a diagrammatic master plan of potential areas within roadways/foundation

- property for integration of public art note the land ownership of each location proposed
- b. Provide model community codes and identify funding initiatives that support the addition of art into the Community
- Identify local participating interests and funding opportunities for this program

### II - Schematic Design

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Complete master plan of art placement areas
- b. Prepare a draft of the Pelican Bay public art code and application process
- Provide a list and contact information of identified funding opportunities and initiatives for the public art program

### 2.11. New Technologies Master Plan – Phases I, II and III

The Consultant will develop and prepare recommendations for the addition of employing new design concepts or technologies for enhancing the safety and security of the Community. This will include CPTED reviews as well as the addition of technology into the parks and open spaces of the Community so as to enhance the safety and security of the residents and the pathways and parks users.

In order to recommend potential counter-measures that improve safety and security within the community, it is critical to better understand the current level of security/safety with the community, and what and where problems exist.

I - Initial Base Data Gathering and Conceptual Design Reporting

WilsonMiller, Inc., will provide the following reporting and supporting graphics for these services:

- Working with taw enforcement and County Transportation staff, WilsonMiller will conduct a review of existing site conditions to analyze safety/security needs; opportunities and constraints with these agencies
- b. Provide a written site review of existing site conditions to analyze safety/security needs; opportunities and constraints and diagrammatically key the findings to a master improvement plan.
- c. Review CPTED principals and measures employed in the Community and advise as to additional principals to include
- d. Review and present new technologies in safety and security
  - Cameras, crosswalk flashing reflectors, way-finding signage, on-demand lighting, solar powered equipment, emergency call buttons, etc.
- e. Develop a diagrammatic master plan as a framework for locating the use of new technologies

### II - Schematic Design

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- a. Prepare a master plan of technology use installation locations
- b. Provide cut sheet and other data information on the technological systems presented
- c. Prepare order of magnitude cost estimates to import the technologies into the community

### III - Design Development

WilsonMiller Inc., will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work and selected first implementation phase technology measures as outlined above.

- a. Prepare a Master Site Location Plan of technology uses, installation locations and recommended phased implementation
- Prepare 50% and final Design Development level site specific plans for the first phase technology improvements
- c. Key site specific plans into the Master Site Location Plan
- d. Provide cut sheets and outline specifications on the technological systems presented
- e. Prepare opinion of cost estimates to import the first phase technologies into the community

### 2.12. Tram Stations 4, 5 and 8 Improvement Plans - Phases I, II and III

The Consultant shall deliver recommendations and suggestions to improve general use conditions and provide greater weather protection at the drop offs and tram station locations for passengers alighting from automobiles.

I - Initial Base Data Gathering and Conceptual Design Reporting

WilsonMiller, Inc., will provide the following reporting and supporting graphics for these services:

- a. Review alternate design options for weather and climatic protection
  - 1. Suggest new/replacement materials, structural elements, architectural style
- b. Prepare hand drawn site plan sketches of site solutions
- Propose written and in conjunction with the site improvement corresponding hand drawn architectural modifications or additions
- d. Prepare order of magnitude cost estimates for the recommendations

### II - Schematic Design

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of works based on the Client approved Phase I work detailed above.

- Refine design options for weather protection including materials, structural elements, architectural theme, etc.
- b. Refine order of magnitude cost estimates
- Prepare electronic site plans and hand drawn elevations to depict the character of preferred design concepts

### III - Design Development

WilsonMiller, Inc., will prepare the following plans and reports throughout this phase of work based on the Client approved Phase II work as outlined above.

- a. Prepare 50% and final Design Development site drawings and thematic elevations/sections of architectural improvements for the tram station site improvement packages recommend phased approaches to implementation where appropriate.
- b. Provide Outline Specifications and any cut sheet data for specific products proposed in the use of the station upgrades
- c. Prepare an order of magnitude cost estimate of these improvements

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### 2.13. Involving the Community; Education and Communication – Phases I, II and III

- I Initial Base Data Gathering and Conceptual Design Reporting
  - A1. Foundation Planning Committee Kick-off Beginning of Conceptual Design
    - Reconfirm program
    - Provide Base Information to and past survey data to the Consultant team
    - Review Schedule and Delivery Expectations
    - PBSD Workshop
  - A2. PBSD Administrator and Board Member Individual Interviews
    - Review Process Expectations and Schedule with Administrator of PBSD
    - Half Hour Individual Meetings with PBSD Board Members
      - ~ Provide each a copy of the Strategic Master Plan Report
      - ~Advise on the Process Expectations and Schedule
      - ~Allow each to comment on concerns: personal & constituents
  - A.3. Meet with Foundation and PBSD staff members
    - Review project work areas for use, operations and maintenance interests
    - Review current Community facilities, operations and maintenance practices and future goals of each where planning and design can benefit and contribute to success of meeting those goals
  - A4. Update Meetings with the Foundation Planning Committee 30 and 60 % Conceptual Design
    - Outline findings and Public Education Agenda/Process
    - Adjust and respond to review comments in writing; allow for final feed back and notice public meeting
    - Finalize Public Education Meeting Agenda and hold meetings noted in A5
  - A5. Provide Two different, 2 hour time frame, same day Educational Meetings to Community
    - Report out on Conceptual Design Phase findings 90% Conceptual Design
    - Provide collateral and educational material reference to issues
    - Q and A; Present outline agenda for 50% Schematic Design Meeting.
    - Foundation will tape the presentation and play on their Community Video Channel
  - A6. Update Meeting with the PBSD Administrator and Board
    - Executive Summary and Briefing to the PBSD Administrator 95% Conceptual Design
    - Presentation of A1 through A5 to the PBSD Board
    - Q and A; Present outline agenda for 50% Schematic Design Meeting
  - A7. Provide Final Conceptual Design Booklet to the Foundation Board and Foundation Planning Committee
- II Schematic Design
  - B1. Foundation Planning Committee/PBSD Workshop Initial Design Review at 45%
    - · Review progress of schedule and plan solutions/findings
    - Comment on Design solutions to date/ Go-NoGo variety of solutions
  - B2. Pelican Bay Community Workshops 50% Schematic Advertised Public Design Meeting
    - · Engage in workshop format with primary Issues identified and represented at table

- locations within the workshop room for community feedback on early design options, contribution by the community of their ideas and working side by side to address all issues pertinent to the community.
- Memorandum report back to the Foundation Strategic Planning Committee results of this workshop and community favored approaches to each initiative.
- B3. Update Meeting with the PBSD Administrator and Board
  - Executive Summary and Briefing to the PBSD Administrator 50% Schematic Design
  - Presentation of B1 and B2 to the PBSD Board
  - Q and A; Present outline agenda for Final Schematic Design Meeting
  - Executive Summary of PBSD Meeting to the Foundation Board
- 84. Foundation Planning Committee Design Review at 90%
  - Review progress of schedule and plan solutions/findings
  - · Comment on Design solutions to date/ Go-NoGo variety or preliminary costs of solutions
- B5. Pelican Bay Community Presentation 95% Schematic Design Advertised Public Meeting
  - Present in a community wide forum the proposed solutions and preliminary cost data for the conclusion of Schematic Design with a Community prioritization check-off process for indication of preference of improvements for Design Development work.
  - Report back to the Foundation Strategic Planning Committee results of this workshop and community favored approaches to each initiative in report and graphic form.
- B6. Update Meeting with the PBSD Administrator and Board
  - Executive Summary and Briefing to the PBSD Director 95% Schematic Design
  - Presentation of B4 and B5 to the PBSD Board
  - · Q and A; Present outline agenda for Design Development
- B7. Provide final Schematic Reports and Drawings to the Foundation Board and Foundation Planning Committee
  - Submit deliverables to the Committee
  - Issue Project Newsletter to the Community
  - Review Design Development contractual assumptions and advise the Foundation of any issues regarding scope, schedule and other contractual elements that may have adjusted through the course of the Conceptual and Schematic Design process.

### III - Design Development

- C1. Foundation Planning Committee and PBSD Workshop-Initial Design Review at 45%
  - Review progress of schedule and plan solutions/findings
  - Comment on Design solutions to date/ Go-NoGo review of solutions and opinions of cost
  - Issue newsletter to the community as a status update of works
- C2. Update Meeting with the PBSD Administrator and Board suggest public advertisement of project update
  - Executive Summary and Briefing to the PBSD Administrator 50% Design Development
  - Presentation of C1 to the PBSD Board
  - · Q and A; Present outline agenda for Final Design Development Meeting
  - Executive Summary of PBSD Meeting to the Foundation
- C3. Foundation Planning Committee Design Review at 90%
  - Review progress of schedule and plan solutions/findings

- Comment on Design solutions to date/ Go-NoGo review of improvements and/or opinion of costs of solutions
- C4. Pelican Bay Community Presentation 95% Design Advertised Public Meeting
  - Present in a community wide forum the status of final improvement solutions and opinions
    of cost data for the conclusion of Design Development.
  - Report back to the Foundation Strategic Planning Committee results of this workshop and community response to each improvement initiative in report and graphic form.
- C5. Update Meeting with the PBSD Administrator and Board suggest public advertisement of project update.
  - Executive Summary and Briefing to the PBSD Director 95% Design Development
  - Presentation of C4 and C5 to the PBSD Board
  - · Q and A; Present outline agenda for Design Development
- C6. Provide final Design Development Reports and Drawings to the Foundation Board and Foundation Planning Committee
  - Submit deliverables to the Committee
  - Issue Project Newsletter to the Community
  - Prepare recommendations for new services and initiatives within the improvement planning process

In addition to the above procedures for updating of the Community and review and sign off of the Client of the works, the following communications will be employed on an as needed basis or at a minimum on a Biweekly and Monthly basis as outlined to include the following:

Biweekly ~ Notices and updates of the in-process progress and upcoming events by the consultant through established Pelican Bay Foundation Communication mechanisms.

Monthly ~ Project Newsletter by the consultant and always upon conclusion of each phase of work.

~ Web initiated update of project findings, facts and graphic exhibits, supported by the consultant and web site by the Client. Information will be made available after review by the Strategic Planning Committee.

Opportunities for E-comments and suggestions will always be made available to a host location of the consultant or to the Foundation Planning Committee.

### 3. GENERAL CONDITIONS AND UNDERSTANDINGS

- 3.1. No permitting activities are provided for within this proposal/contract for these works. While activities may involve meeting with Permitting Agencies and their representatives in an effort to gain understanding of potential issues and parameters that may exist with in potential community improvement solutions and their implementation; permit drawings, applications, etc. are not included in this proposal. These services may be added to this contract or provided under a separate contract if the Foundation deems these services necessary.
- 3.2. WilsonMiller has endeavored to provide the appropriate level of specific and projected services required by this proposal considering the time to deliver on the scope processes and tasks outlined herein. We understand that as we move through the improvement studies with the Foundation and the Community, it is likely that some understandings and assumptions of long lead elements of study may prove to be either needed in greater and varied detail, or potentially undesired at this time, and we are prepared to re-evaluate this proposal and our contract at the conclusion of the Schematic Design phase in order to

make the appropriate adjustments needed prior to producing the works and deliverables outlined in the Design Development phases of work.

- 3.3. Lighting design services outlined herein will not include the design of and for points of connection, wiring, metering, lighting controls, conductors or other requirements of an operational lighting design package. The works herein specifically address location, aesthetics and functional aspects of the street lighting package.
- 3.4. We have assumed that boundary, topographic and tree surveys exist for the project areas and that these include existing improvements of roadways, pathways, lighting and utility locations both above and below ground. In the case that tree surveys do not exist, we assume that the landscape design plans for the area(s) are available and match existing conditions. Survey services are not included in this proposal unless specifically indicated by section of work above. These additional services can be made immediately available should they be required.
- 3.5. Architectural and structural design services for buildings and tram stations are not included within this proposal.
- 3.6. Complete ADA accessibility assessment is not part of this proposal or its associated contract. The pathway and crosswalk elements contained herein will receive a cursory ADA review and recommendations to become compliant where observed to be otherwise. Given the extent of the property and the potential set of issues by facility and community wide, we recommend a separate audit be undertaken of this issue outside of this proposal. WilsonMiller can provide this service for site related elements, and could recommend service providers for a facilities audit.
- Generally, Design Development plans and plan elements will be generated in AutoCAD.
- 3.8. Appropriate drawing scales will be used at all phases of works.
- 3.9. A collection of all Phases of work will be bound and delivered to the Client at the end of each phase of work including an executive summary with each report. With Phases II and III, printed drawings will also be provided. Phase III will be delivered in two parts, once at 50% and once at final design. One electronic submission in pdf form and six hard copies will be delivered at each stage of works. In general, the improvement planning and design process will continue to refine earlier stages of works as we proceed into subsequent phases of work providing more detail to improvement solutions, operations and maintenance recommendations and BMP's as the works evolve.
- 3.10. Up to a six month time frame to complete the works outlined above is estimated for this proposal. This time table is provided as part of an appendix to this proposal.

This area is intentionally left blank and the fee schedules for this proposal begin on the following page.

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### 4. **FEES**

The fixed fees and costs for this SCOPE OF SERVICES are as follows:

# **FIXED FEE BREAKDOWN BY PHASE**

2.1	General Services and Review of Standing Development Orders, Permits and Codes	\$6,660	\$0	\$0	\$6,660
2.2	Master Streetscape Plans for Landscape and Irrigation – Phases I, II and III	\$11,800	\$24,385	\$24,385	\$60,570
2.3	Public Street /Foundation Property Lighting Recommendations – Phases I, II and III	\$3,600	\$2,500	\$1,500	\$7,600
2.4	Sound Attenuations & Security Review for the US-41 Berm – Phases I, II and III	\$2,430	\$2,745	\$2,745	\$7,920
2.5	Pathway Improvements Master Plan: Biking, Rollerblading, Walking & Jogging – Phases I, II and III	\$4,860	\$7,780	\$7,780	\$20,420
2.6	Entry Monumentation and Signage to the Public Streets - Phases I, II and III	\$1,790	\$4,710	\$4,830	\$11,330
2.7	Community Traffic Calming and Safety Recommendations – Phases I and II ( Phase III roadway design is not part of this proposal)	\$10,700	\$13,650	\$0	\$24,350
2.8	Community Park Destination Improvement Plans – Phases I, II and III	\$3,450	\$3,380	\$5,380	\$12,210
2.9	Community Berm and Boardwalk Improvement Plans – Phases I, II and III	\$5,510	\$8,625	\$4,315	\$18,450
2.10	Public Arts Program – Phases I and II (Phase III is not part of this proposal)	\$2,170	\$1,410	\$0	\$3,580
2.11	New Technologies Master Plan – Phases I, II and III	\$1,965	\$2,440	\$1,885	\$6,290
2.12	Tram Stations 4, 5 and 8 Improvement Plans – Phases I, II and III	\$2,880	\$4,665	\$4,665	\$12,210
2.13	Involving the Community; Education and Communication – Phases I, II and III	\$10,500	\$14,500	\$7,000	\$32,000
	Reimbursable Expenses	\$1,200	\$1,000	\$1,000	\$3,200
· · · · · · · · · · · · · · · · · · ·	Subtotals	\$69,515	\$91,790	\$65,485	
	TOTAL				\$226,790

# PROPORTIONATE SHARE of FIXED FEES and COSTS BREAKDOWN

			roejijana	Marie Carin				
2.1 - 50/50	\$3330.00	<b>\$8.330,0</b> 0	\$0.00	\$0.00	\$0.00	80,00	\$3,330.00	43 450 319 £
2.2 - 20/80	\$2360.00	\$9,440.00	\$4,877.00	S19-508 00	\$4,877.00	Sylvisor 1909	\$12,114.00	- <b>3494</b> 7E30Y
2.3 - 20/80	\$720.00	32.00	\$500.00	\$2,000.00	\$300.00		<b>\$</b> 1,520. <b>00</b>	S6 080 AV
2.4 - 100/0	\$2,430.00	31.00	\$2,745.00	30.00	\$2,745.00	300 <b>0</b>	\$7,920.00	\$0.00
2.5 - 50/50	\$2,430.00	\$2,430,00	\$3,890.00	\$3899000	\$3,890.00	<b>2</b> 3,890,00	\$10,210.00	Tops one of
2.6 - 80/20	\$1,432.00	85555.00	\$3,768.00	3220	\$3,864.00	\$966.08	\$9,064.00	\$2,266.00
2.7 - 50/50	\$5,350.00	\$5,350.00	\$6,825.00	<b>35,825 00</b>	\$0.00		\$12,175.00	#817, 7500#
2.8 - 100/0	\$3450.00	<b>80</b> 00	\$3,380.00	So bis	\$5,380.00	\$0.00°	\$12,210.00	Solow.
2.9 - 100/0	\$5,510.00	<b>Š</b> o co	\$8,625.00	3 30.00	\$4,315.00	50.00	\$18,450.00	50 OO
2.10 – 100/0	\$2,170.00	\$50.00	\$1,410.00		\$0.00	, 50,00°	\$3,580.00	######################################
2.11 - 50/50	\$982.50	\$982.50	\$1,220.00	ing project	\$942.50	3942 50 <u>0</u> 0.	\$3,145.00	<b></b>
2.12 - 100/0	\$2,880.00	50.00	\$4,665.00		\$4,665.00		\$12,210.00	\$0,00
2.13 - 50/50	\$5,250.00	35/250/00	\$7,250.00	#157, 25 <b>0776</b>	\$3,500.00	<b>#</b> ] 500.00	\$16,000.00	<b>536,000.00</b>
Reimburse- ables	\$600.00	* seddiad	\$500.00	70 ( 5:00 ( ) ( ) ( ) ( ) ( ) ( ) ( )	\$500.00	\$500-00	\$1,600.00	51,600,00
Subtotals	\$38,894.50	<b>9</b> 30 <b>6</b> 20 <b>1</b> 50	\$49,655.00		\$34,978.50	\$50,506.50	\$123,528.00	810 (12072) ii
TOTAL		Best of Million Block						\$226,790.00

PBF = Pelican Bay Foundation PBSD = Pelican Bay Services Division

### 5. ACCEPTANCE AND AUTHORIZATION TO PROCEED

### 5.1. Assignment

This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of Services by Consultant, without the written consent of the Consultant.

### 5.2. Pre-Payment

The Client will make an initial payment of \$ 10,000 upon execution of this Agreement, prior to service commencement. This pre-payment shall be held by WilsonMiller and applied to the final invoice for the

project services.

### 5.3. Payment Schedule

- 5.3.1. When professional services relating to the design and permitting process are performed for a fixed fee, fees shall be billed monthly for the project portion completed to the billing date. Full payment of the fixed fee associated with that permit application or deliverable shall be due to WilsonMiller prior to the submission of each permit application and/or deliverable to the respective governmental agency(ies) or Client.
- 5.4. This Proposal/Agreement is open for acceptance by Client through October 15, 2009, after which it may be withdrawn by WilsonMiller and may be subject to re-negotiation.
- 5.5. 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, initial the General Terms and Conditions attached and return these to WilsonMiller as authorization to proceed with the work.

### 6. Owner/Client Authorization

I HEREBY CERTIFY that Pelican Bay Foundation, Inc. has entered an Inter-local Management Consultant agreement with the Board of County Commissioners of Collier County through their Pelican Bay Municipal Service Taxing and Benefit Unit (PBMSTBU). Both Collier County and the Foundation are the Owner's of record of the properties that are the subject of this planning services proposal with co-interests in the performance of these services. I hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above in accordance with the attached WilsonMiller Business Terms and Conditions. I also acknowledge that I have read, understand, and agree to the WilsonMiller Business 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 Pelican Bay Foundation, Inc. and the PBMSTBU.

Accepted this day of, 20_	_
Jim Hoppensteadt President	

Encl: WilsonMiller, Inc. Business Terms and Conditions WilsonMiller Rate Schedule

Attached: Appendix of Proposed Schedule and Flow Chart of Works by Phase

Exhibit "A" Page 21 of 25

# WILSONMILLER, INC. BUSINESS TERMS AND CONDITIONS

These Business Terms and Conditions are attached to, and made a part of, Proposals and Agreements for services by WILSONMILLER, INC., referred to herein as the "Design Professional."

### Information from Client

The Client shall provide all information reasonably requested by the Design The Crient shall provide all information reasonaby requested by the Design Professional including, but not necessarily limited to, supporting information, extraordinary project considerations, special services required, deeds, easements, rights of way, and all other information requested by the Design Professional in order for it to provide the services described in this Agreement. The Design Professional shall be entitled to rely upon such information, and shall have no liability as a result of any inaccuracy or incompleteness of any such

### 2. Billings and Payments

Z. billings and raymens
Fixed fees shall be billed monthly for that portion of the Design Professional's services rendered through the billing date, plus reimbursable expenses. Time/Material ("T/M") fees shall be billed monthly based on the time and materials incurred to the billing date, plus reimbursable expenses. Client agrees. to carefully read all billing invoices/statements and promptly notify WilsonMiller, in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the invoice/statement. If WilsonWiller does not hear from Client in writing, it is presumed that Client agrees with correctness, accuracy, and fairness of the his presumed that client agrees will content as a charge of the work be increased. Client agrees to an increase in the fee based on the increased responsibility assumed, time to be expended, and liability to be incurred. A TM estimate, if provided, is a good fash estimate for information purposes only, and under no circumstances. good faith estimate for information purposes only, and under no circumstances shall Design Professional be limited in the amount to which it is entitled to be compensated by any such estimate. In any and all instances in which a T/M estimate is given, the Client acknowledges that the actual fee and amount of reimbursable expenses may be more or less based upon the actual time, materials and expenses incurred (with the amount of the fee to be paid to be determined based on the Design Professional's rate code schedule in effect at the time the services are rendered). Additional Services provided shall be billed materials. the time the services are rendered). Authorial services provided a latental commonthly. The continuous progress of the Design Professional's services requires prompt payment. Payment is due upon receipt of the Design Professional's invoices. The Design Professional shall be entitled to recover interest at the rate of 12% per annum on invoices which are not paid within 30 days and, in addition, the Design Professional may, after seven days' notice to the Client, suspend or controlled the Design Professional may after seven days' notice to the Client, suspend or terminate (in the Design Professional's sole discretion) its services under this terminate (in the Design Professional's sole discretion) its services under this Agreement until all outstanding amounts (for both services and relimbursable expenses) have been paid in full, including applicable interest. The foregoing provisions of this Agreement to the contrary notwithstanding, in the event that any of the Design Professional's statements are not paid within 60 days from the receipt thereof by the Client, and even if the Design Professional has not given a seven-day notice to the Client regarding the same, the Design Professional may suspend further services under this Agreement until any and all such outstanding statements have been paid in full, including applicable interest. Any prepayment made at or about the execution of the Agreement shall be credited to the Client's

3. Reimbursable Expenses
Project related expenses such as travel; lodging; subsistence; long distance
communication; postage; shipping; reports, drawing and/or specification
reproduction; and Client authorized overtime, are all reimbursable expenses.
Unit billings will be charged per the Design Professional's current rate code
schedule. Out-of-pocket expenses will be billed at ocet plus 5%.

In the event that any taxes or fees on the Design Professional's services or reimbursable expenses are imposed by any governmental authority, the same shall be added to the Design Professional involces under this Agreement, and shall be the responsibility of the Client.

### 5. Subconsultant Contract Administration

Charges for subconsultants to the Design Professional will be billed to the Client at cost plus 5%.

### 6. Adjustment of Hourly Rates and Renegotiation of Fees

Nourly rates and all rates in the Design Professional's current rate code schedule are subject to periodic review and adjustment. Moreover, the Design Professional reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered. The Design Professional and the Client agree to exercise good faith in any such renegotiation.

### 7. Permit and Application Fees

The Client shall pay all Project-related fees, including, but not limited to, any and all legal and administrative fees incident to plan review, platting, permitting, DRI, PUD, rezoning applications and impact fees, and the Design Professional shall

## 8. Budgetary Limitations

The Client shall advise the Design Professional in writing either before execution, The Client shall advise the Design Professional in writing either before execution, or within 15 days of execution, of this Agreement, of any budgetary limitations for the overall Project Cost or Construction Cost. The Design Professional will endeavor to work within those limitations. However, the Design Professional does not guarantee that any opinions it may render regarding the probable cost of construction or of any aspect of the Project will not differ materially from quoted fees, submitted blds, negotiated prices or actual costs ultimately incurred. If Client wishes greater assurance as to probable construction costs, or if formal estimates are otherwise desired, the Client must employ the services of an independent cost estimator.

### 9. Excluded Services

9. Excluded services. The Design Professional will provide only those services described in the Scope of Services that is a part of this Agreement. The Design Professional shall have no responsibility or liability whatsoever for any services beyond those specifically described in the Scope of Services, and any and all other services are specifically excluded.

10. Construction Phase
During any site visits or when the Design Professional otherwise observes the
contractor's(s') work in progress, the Design Professional shall not supervise,
direct or have control over the contractor's(s') work, nor shall the Design
Professional have any authority over, or responsibility for, the means, methods, Professional nave any aumonity over, or responsibility to the means, meaning techniques, sequences or procedures of construction selected by the contractor(s), or for any safety precautions or programs incident to the work of the contractor(s), or for any failure of the contractor(s) in furnishing or performing lig(fileir) work. The Design Professional neither guarantees the performance of any construction contracts by contractor(s), nor assumes responsibility or liability for the contractor's(s') failure to furnish or perform its(their) work in accordance with the applicable contract documents.

The Design Professional shall take reasonable steps to perform its services in a firmely fashion, but the Client recognizes and agrees that factors both within and outside the Design Professional's control may delay the Design Professional's services, as well as the work performance, permitting, license Issuance and overall construction of the Project. While the Design Professional shall take such steps as it reasonably can to meet the Client's reasonable scheduling demands, under no circumstances shall the Design Professional be responsible for any damages for delay, whether the same are caused in whole or in part by any circumstances within the Design Professional's control.

### 12. Legal Interpretations Not Provided

The services and work proposed to be performed pursuant to this Agreement are based upon the services of a professional engineer, professional land surveyor, professional land planner and/or professional landscape architect, and do not professional annotation planner and/or professional initiasple architect, and so that and will not under any circumstances constitute the rendering of legal advice, legal opinions or legal services. Any interpretation of laws, rules, regulations or ordinances are based solely upon the professional opinions of the Design Professional as a design professional. The Client understands that the same are not intended as legal opinions, and the Client shall in any and all such instances secure adequate legal counsel as may be needed for the Client's needs related

### 13. Cooperation with Other Consultants or Client's Attorney

13. Cooperation with Other Consultants or Client's Attorney A number of issues may arise retains to this Project for which legal advice and services may be required. Any and all legal advice or services are beyond the scope of this Agreement, and the Client agrees that the Client shall retain such attorneys as may be necessary in order to render legal advice and services as needed for the Project. Such attorneys shall participate as professional team members, and the Client will serve as project coordinator between the Design Professional and such attorneys and any and all other consultants or professionals who may be necessary for the success of the Project, and the Client shall ensure the cooperation with the Design Professional of such attorneys and other consultants who have contracted directly with the Client. The fees and costs billied by such altorneys and other consultants shall be the sole responsibility of the Client, and the Design Professional shall have no responsibility or liability therefore whatsoever.

### 14. Ownership of Instruments of Services

All reports, plans, specifications, field data, notes and other documents, including electronic media, prepared by the Design Professional as instruments of service. shall remain the property of the Design Professional.

### 15. Agreement Not to Hire Employees

In consideration of the services to be provided by Design Professional pursuant hereto and, and in recognition of the time and expenses incurred by the Design Professional in the hiring and training of their employees, Client hereby agrees that, during the term of this Agreement, and for a period of one year following the date of termination of this Agreement, Client shall not solicit for employment. date of termination of this Agreement, client stall not solution to reproving offer employment to, or engage or hire (either as an employee, leased employee, or as an independent contractor) any person who, during the term of this Agreement, was an employee of the Design Professional. The Client acknowledges and agrees that in the event of a breach of this provision (which, by its own terms, will survive the termination of this Agreement), the Client shall by its own terms, will survive the termination of this Agreement, the chinal shall pay the Design Professional liquidated damages, and not as a penalty, an amount equal to one year's compensation of the employee who has been hired, based upon the compensation that was being paid to such employee immediately prior to his or her termination of employment with the Design Professional, Client and Design Professional may, by multual agreement, etect to begin the profession. waive this provision.

### 16. Termination for Cause

This Agreement may be terminated by the Client upon 30 days' written notice in the event of a material breach hereof by the Design Professional, provided that the Design Professional does not cure such material breach within the 30-day period after it receives written notice of the same (describing the alteged breach in detail) or, in relation to matters which cannot be cured within such 30 days. unless the Design Professional has failed to initiate reasonable steps to cure such breach. In the event of a cure or the undertaking of reasonable steps to cure by the Design Professional within such 30-day period, the Client shalt have no right to terminate for cause. This Agreement may be terminated by the Design Professional in the event that any of its statements have not been paid within seventy days of the date when such payment was due, provided that the Clicht shall have the right to cure such default by making payment (including applicable interest) within seven days of its receipt of a written notice from the Design Professional describing the default in payment.

### 17. Termination for Convenience

This Agreement may be terminated for convenience by the Client upon 30 days' advance written notice to the Design Professional. In such event, the Design Professional shall be entitled to be compensated for all services performed, and to be reimbursed for all reimbursable expenses incurred, through the effective to be reimbursed for all reimbursable expenses incurred, through the effective date of termination; provided, however, that the Design Professional shall also be entitled to a termination expense equal to 10% of the total amount of fees to which the Design Professional is entitled through the effective date of termination. The Design Professional shall also have the right to terminate this Agreement for convenience upon 30 days' written notice to the Client, in which event the Design Professional shall be entitled to be compensated for all services rendered, and to be reimbursed for all reimbursable expenses reasonably incurred, through the effective date of termination, to the avent of such a termination for convenience by either the Client or the Design Professional, all such amounts shall be paid to the Design Professional no later than 15 days following the effective date of such a termination for convenience. In either event, the amounts set forth herein shall be the side amounts the Design Professional is entitled to receive and, in the event of a termination for convenience, neither party shall have any liability to the other for breach of convenience, neither party shall have any liability to the other for breach of contract as a result of such a termination for convenience.

### 18. Hazardous Materials

Services related to asbestos, PCB, and any and all other hazardous or toxic materials are expressly excluded from this Agreement. The Client agrees that the Client shall provide a site that compiles with all applicable laws and regulations, and the Client shall defend, indemnify and hold harmless the Design Professional, and its officers, directors, employees, agents, servants and representatives, from any and all dalms of any nature whatsoever, including, but not limited to, reasonable attorneys' fees, which arise out of or relate to the presence of any asbestos, PCB, or other hazardous or toxic materials on like presence or any assessor, PCB, or other nazarious or toxic materials on line Project site. In the event any ashestos, PCB, or other hezardous or toxic materials are found to be present on the Project site, the Design Professional may, at its option and without any liability for any direct, incidental consequential damages, suspend services until the Client (acting through appropriate specialist consultants) abates or removes any and all such asbestos, PCB, hazardous or toxic materials from the Project site.

### 19. Standard of Care and Allocation of Risk

The Design Professional's services under this Agreement will be consistent with the degree of care and skill exercised by reasonably prudent members of the Design Professional's profession who are acting in the community in which the services are provided under similar circumstances. If the Design Professional's services fall below this standard of care, then the Client shall provide notice of the same to the Design Professional and allow the Design Professional an the same to the Design Professional and allow the Design Professional an opportunity to correct such services before the Design Professional shall be liable for any damages suffered or incurred by the Client as a result of such failure of the Design Professional to meet the aforesaid standard of care. The Design Professional and the Client recognize that this Project involves risk. White the Design Professional shall be liable for its negligent acts and errors, the Design Professional and the Client hereby agree as follows regarding the Design Professional's liability arising out of or relating to this Agreement and/or the Project to which it relates: (i) in relation to any negligent omissions by the Design Professional, the Design Professional's liability shall be limited to the cost, expenses or damages suffered or incurred by the Client as a result or consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials consequence of any such negligent omissions, but in no event shall the Design Professional be liable for the cost of the labor, equipment, services or materials which the Design Professional negligently omitted: which, if they had not been omitted, would have been included in the Project and paid for by the Client in any event; and (ii) in relation to both the provisions of '(i)' just preceding this clause, and in relation to any and all other claims for losses, expenses, costs, liabilities and damages of any kind whatsoever for which the Design Professional may otherwise be liable, the Client agrees that the maximum amount for which the Design Professional may be responsible or liable is \$10,000.00, or the Design Professional's fees in relation to this Project, whichever is greater.

### 20. Waiver of Consequential Damages

Any other provisions of this Agreement to the contrary notwithstanding, and to the fullest extent permitted by law, except as expressly set forth in clause "(i)" of the Standard of Care and Allocation of Risk section set forth above, neither the

Client not the Design Professional, or any of their respective officers, directors, perhers, employees, contractors, subcontractors, consultants or subconsultants, shall be liable to the other, or shall make any claim, for any incidental, indirect, resulting or consequential damages arising out of or connected in any way to this Project or to this Agreement. This mutual waiver of incidental, indirect, resulting and consequential damages shalf include, but not necessarily be limited to, any and all claims for loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other form of incidental, indirect, resulting or consequential damages that either party may have incurred, regardless of whether or not any such party's cause of action is based upon contract, tort, statute or otherwise. Both the Client and the Design Professional shall require similar waivers of incidental, indirect, resulting and consequential damages protecting all the entities and persons named herein in all contracts and subcontracts with others entities and persons familied field in a Contracts and Sociolistics with contracts and sociolistics with contracts and sociolistics with involved in this Project; provided, however, that the failure to require such walvers shall not in any way negote the full extent of the waiver expressed in this paragraph as between the Client and the Design Professional.

### 21. Indemnification

The Client and the Design Professional shall indemnify one another for their respective acts and omissions, as well as for the acts and omissions of any officers, directors, partners, employees, contractors, subcontractors, consultants or subconsultants working by, through or under either of them (whether in contract with them directly or indirectly), from any claims, losses, costs, expenses (including, but not limited to, reasonable attorneys' fees) or other liabilities (including, but not limited to, descenable attorneys' fees) or other liabilities (including, but not limited to, administrative fines or penetities), which arise out of result from any negligent or intentional act or omission of either of them (or of anyone for whom either of them may be responsible or liable), provided that the party seeking such indemnification shall not have been actively at fault in relation to the claim which has been so asserted against them.

### 22. Mediation, Venue and Attorneys' Fees

Prior to the filing of any litigation by the Client or the Design Professional against the other (and, except as described below, as a precondition to any such filing). the Client and the Design Professional shall engage in pre-suit mediation. Such mediation may be requested by either party, at any time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court ordered mediation). Such mediation shall be conducted within a reasonable ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either party. If the parties are unable to agree upon the selection of a mediator, either party may petition or request the Circuit Court in the county in which the Project is located (or the Mediation Coordinator, if any, for the Courts of the county in which the Project is located) to appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such a mediation shall be a precondition to the filling of a civil action, in the event that either party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then a suit may be filled before mediation is producted provided that mediation is requested before. mediation is conducted, provided that mediation is requested before, or simultaneously with, the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the Complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall therefore grant the defendant an appropriate extension of time to respond to the Complaint so as to permit the mediation to be conducted before the defendant must so respond.

The Client and the Design Professional agree that any litigation between them arising out of, resutting from or relating to this Agreement or the Project shall be venued, and shall only be venued (i.e., exclusively), in a state court of competent jurisdiction in the county in which the Project is located.

In the event of any litigation between the Client and the Design Professional arising out of, resulting from or relating to this Agreement or the Project, the prevailing party shall be entitled to recover the prevailing party's reasonable attorneys' fees and court costs, at the trial and at all appellate lovels.

### 23. Severability

In the event that any provision of this Agreement is found to be invalid or unenforceable for any reason (whether on its face or as applied), the same shall be deemed excised and such excision shall have no effect upon the remaining provisions hereof. It is the intent of the parties that this Agreement be enforced to the fullest extent permitted by law

24. Entire Understanding and Lack of Waiver
This Proposal/Agreement represents the entire understanding between the Client
and the Design Professional in respect to this Project, and may only be modified
in writing. The failure of either party to require strict performance by the other
shall not constitute a waiver of any of such party's rights pursuant to this
Agreement, or to thereafter require strict performance by such other party.

# WILSONMILLER, INC. SCHEDULE OF FEES

Effective May 26, 2007

PC1 PC2 PC3 PC4 PC5 PC6 PC7 PC8 PC9 P10 P11 P12 P13 CT1 CT2 CT3 CT4 CT5 FT1 FT2 FT3 FT4 FT5 AMA AM2 AM3 SC2	Professional Consultant Computer Technician 1 Computer Technician 2 Computer Technician 3 Senior Designer 4 Senior Designer 4 Senior Designer 5 Field Technician 1 Field Technician 2 Field Technician 3 Field Technician 3 Field Technician 4 Field Technician 5 Administrative Assistant Administrative Assistant Project Administrator 2 Person Field Crew	Level 2 Level 3 Level 4 Level 5 Level 6 Level 7 Level 8 Level 9 Level 10 Level 11 Level 12 Level 13	\$85.00/Hr. \$95.00/Hr. \$110.00/Hr. \$120.00/Hr. \$135.00/Hr. \$145.00/Hr. \$160.00/Hr. \$180.00/Hr. \$195.00/Hr. \$210.00/Hr. \$250.00/Hr. \$250.00/Hr. \$250.00/Hr. \$60.00/Hr. \$100.00/Hr. \$15.00/Hr. \$55.00/Hr. \$65.00/Hr. \$65.00/Hr. \$55.00/Hr. \$15.00/Hr. \$100.00/Hr. \$15.00/Hr. \$15.00/Hr. \$15.00/Hr. \$15.00/Hr. \$15.00/Hr.
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SC2	2 Person Field Crew		\$125.00/Hr.
SC3	3 Person Field Crew		\$155.00/Hr.
SR1	1 Person Robotic Survey		\$120.00/Hr.
SR2 GPC	2 Person Robotic Survey GPS Crew	Clew	\$150.00/Hr. \$180.00/Hr.
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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%.

Pelican Bay Community Improvements Planning: Phases I-III Proposed Schedule 2009-2010

### Development - 04/05/10 CS. Update Meeting with PBSD Administrator and Board Surgest Public Advantagement of Project Update - 04/07/10 Æy β C4. Pelican Bay Community Presentation, 95% Design C3. Foundation Planning Committee Design Review at 90% ρ C1. Foundation Planning Committee and PBSD Workshop: Initial Phase III: February 9 - April 14, 2010 87. 84. Foundation Planning Committee Design Review at 90%... 떒 뗤 æ æ 81. Foundation Planning Committee and PBSD Workshop: Initial Phase II: December 9, 2009 - February 9, 2010 A7. Provide Final Conceptual Design Brooklet to Foundation Planning Committee and PBSD - 12/09/09 A4. Update Meeting with Foundation Planaing Committee 30 and 80% Conceptual Design - 11/11/09 and 11/24/09 A5. Provide 2 Educational Meetings to Community - 11/17/09 Begin Conceptual Design - 11/04/09 A2. PBSD Administrator and Buard Member Individual Interviews Ab. Update meeting with the PBSD Administrator and Board --A3. Meet with foundation and PSSD staff Mornbers -A1. Foundation: Planning Committee/PBSD Kick-off Workshop Phase I: October 16 - December 9, 2009 Provide Final Design Development Reports and Drawings to Foundation Planning Committee and PBSD - 04/14/10 Pelican Bay Community Workshops - 50% Schematic - Advertised Public Design Meeting - 01:04/10 and 01:05/10 Update Meeting with PBSD Administrator and Broard - 01:04/10 and 20:04/10 and 20 Provide Final Schematic Reports and Drawings to Foundation Poican Bay Community Presentation - 95% Schematic Design Advertised Public Meeting - 02.01/16 Update Meeting with PBSD Administrator and Board .... 50% Design Development - 03/03/10 Update Meeting with PBSD Administrator and Board Design Review at 45% - 02/01/10 Planning Committee and PBSD - 02/05/10 03/31/16/0 Assumes phases run without time delays between them Design Review at 45% - 12/29/09 latternoon: 2-4pm/Evening 7-9pm) Assumes Contract 10/15/09 Project Begins 10/16/09 10/19/19 through 10/26/09 10/29/09 and 10/30/09 Work Periods for Phases I, II, and III Strategic Planning Committee Milestone Cates ŗ October 2009 Beyin Project: Base Data Galbering and Notice Workshop 5 3 November 2009 ö PDSO Milestone Dates 믕 December 2009 ¥ 2 Foundation / Community Milestone Dates January 2010 \*\*\* Я February 2010 March 2010 3 × ß April 2010 3 Exhibit "A" Š

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# PROPORTIONATE SHARE of FIXED FEES and COSTS BREAKDOWN - EXHIBIT B

s(co)ae frém	# PHASE IL *		PHASE II		PHASE III		TOTALS ASS	
% DIST.	PBE	PBSD	PBE	PBSD	PBF	PBSD	PBF	PBSD
2.1 - 50/50	\$3330.00	\$3,330.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,330.00	<b>\$3</b> ,330.00
2.2 - 20/80	\$2360.00	\$9,440.00	\$4,877.00	\$19,508.00	\$4,877.00	\$19,508.00	\$12,114.00	\$48,456.00
2.3 - 20/80	\$720.00	\$2,880.00	\$500.00	\$2,000.00	\$300.00	\$1,200.00	\$1,520.00	\$6,080.00
2.4 - 100/0	\$2,430.00	\$0.00	\$2,745.00	\$0.00	\$2,745.00	\$0,00	\$7,920.00	\$0.00
2.5 - 50/50	\$2,430.00	\$2,430.00	\$3,890.00	\$3,890.00	\$3,890.00	\$3,890.00	\$10,210.00	\$10,210.00
2.6 - 80/20	\$1,432.00	\$358.00	\$3,768.00	\$942.00	\$3,864.00	\$966.00	\$9,064.00	\$2,266.00
2.7 - 50/50	\$5,350.00	\$5,350.00	\$6,825.00	\$6,825.00	\$0.00	\$0.00	\$12,175.00	\$12,175.00
2.8 - 100/0	\$3450.00	\$0.00	\$3,380.00	\$0.00	\$5,380.00	\$0.00	\$12,210.00	\$0.00
2.9 - 100/0	\$5,510.00	\$0.00	\$8,625.00	\$0.00	\$4,315.00	\$0.00	\$18,450.00	\$0.00
2.10 – 100/0	\$2,170.00	\$0.00	\$1,410.00	\$0.00	\$0.00	\$0.00	\$3,580.00	\$0.00
2.11 - 50/50	\$982.50	\$982.50	\$1,220.00	\$1,220.00	\$942.50	\$942.50	\$3,145.00	\$3,145.00
2.12 - 100/0	\$2,880.00	\$0.00	\$4,665.00	\$0.00	\$4,665.00	\$0.00	\$12,210.00	\$0.00
2.13 - 50/50	\$5,250.00	\$5,250.00	\$7,250.00	\$7,250.00	\$3,500.00	\$3,500.00	\$16,000.00	\$16,000.00
Reimburse- ables	\$600.00	\$600.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,600.00	\$1,600.00
Subtotals	\$38,894.50	\$30,620.50	\$49,655.00	\$42,135.00	\$34,978.50	\$30,506.50	\$123,528.00	\$103,262.00
TOTAL		1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1			1.	1. See al. Marie View		\$226,790.00

PBF = Pelican Bay Foundation PBSD = Pelican Bay Services Division