



July 2, 2025

Via Email: cacarney@worthingtoncc.net

Ms. Carol Ann Carney
General Manager
Worthington Country Club
13550 Worthington Way
Bonita Springs, Florida 34135

Re: Worthington Country Club
Addition & Renovations to Existing Cabana
Architectural/Engineering/Interior Design Services
Schematic Design (SD) through Construction Administration (CA)
 Peacock + Lewis Project No. P25-088

Dear Ms. Carney,

Thank you for giving us the opportunity to submit this program overview to provide Architectural, Engineering, and Interior Design services for the Cabana addition and remodeling at Worthington Country Club as designed and approved by membership. The scope of services will include, but not limited to:

1. Kitchen Renovation / Additions
2. Bar Reconfiguration
3. Pergola Additions

The Basic Services Scope of Work to be performed by this office (and our direct hired consultants) will use the terms and conditions within the AIA Document B101, Client- Architect Agreement (2017 ed.), which is incorporated herein by reference, including its defined terms, unless otherwise provided herein.

For the purposes of this Proposal:

Worthington Country Club is the "Client".

A General Contractor providing preconstruction and construction services is TBD.

The Civil Engineer is TBD.

Peacock + Lewis Architects and Planners, LLC is the Architect and M/E/P Engineer.

I. SCOPE OF WORK – BASIC SERVICES:

A.	Schematic Design/Site Development Plan	Task One	June - July 2025
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1. With updated boundary, topography and underground utility survey information provided by the Client's Civil Engineer;

- a. Peacock + Lewis working with the Client’s civil engineer, will create the necessary floor plans, exterior elevations, and material samples for the Client’s submittal to Lee County for the site development plan approval process.
 - b. Upon final site plan approval by Lee County, Peacock + Lewis will work with the project team to finalize the Schematic Design for Client to sign off.
 - c. Peacock + Lewis will submit the Schematic Design documents to the Client and Owner’s Representative, as well as the G.C. for review, comment, and updated project budgeting.
2. During the schematic design phase, Peacock + Lewis will prepare and present furniture plans, feel photos and sketches describing interior architecture, finish options with furniture and equipment layouts for the project.
3. With Client feedback and written approval of the final schematic interior design, Peacock + Lewis will prepare a preliminary FF&A budget for review and approval.

B.	<u>Design Development</u>	<u>Task Two</u>	<u>August - September 2025</u>
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1. Based on the Client’s written approval of the Schematic Design documents referenced above, Peacock + Lewis shall prepare Design Development Documents consisting of scaled drawings and engineering narratives which outline and describe the general size and character of the project including the building structural, mechanical, electrical, plumbing and fire protection systems. Also, to be included are building sections, preliminary ceiling plans and finish schedules (provided by the Interior Designers).
2. Peacock + Lewis shall submit the Design Development Documents to the Client and its construction representatives for review, comment, and updated pricing.
3. During this phase of document development, Peacock + Lewis will work with the Client’s in-house team and Client’s Consultant’s to determine final layouts of specialty spaces, as applicable, including but not limited to:
 - a. Kitchen/Bar
 - b. Dining Areas
 - c. Locker Rooms
4. Based on the Client’s written approval of the schematic Interior Design documents referenced above (concurrent with the Peacock + Lewis Architectural DD phase), Peacock + Lewis shall develop design development documents indicating overall look and feel of the interior FF&A design including furniture and equipment plans and interior architectural features. Peacock + Lewis shall:
 - a. Prepare sketched interior elevations to describe design intent and extent of finishes in the project.
 - b. Prepare color and texture recommendations for hard and soft floors, walls and ceiling features including millwork items.

Worthington Country Club – Cabana Addition & Renovations SD-CA

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- c. Coordinate interior uses with the Client's management team to facilitate design of ceiling layouts for light fixture selection by a lighting designer.
 - d. Create an updated FF&A budget estimate based on quality and quantities produced.
5. Peacock + Lewis shall submit the Design Development Documents to the Client and GC for review, comment, and updated budgeting.
6. Peacock + Lewis shall respond and incorporate comments as required and issue a final Design Development set for Client approval.

C. Permit/Bid/Construction Documents Task Three October – November 2025

1. Based on the Client's written approval of the Design Development Documents and corresponding budget update, Peacock + Lewis will prepare Permit, Bid and Construction Documents depicting major design features and related structural, mechanical, electrical, fire protection, plumbing and engineering plans, notes, schedules and risers, and specifications required for Building Department permit, bidding and constructing the project.
 - a. The permit documents will be completed for submittal to the permit authorities by the end of January, 2026.
 - b. During permit agency review, the bid documents (plans and specifications) will be completed and issued for sub-contractor bids by January 29, 2026.
 - c. With agency review comments, addenda issued during the bid period and the final negotiated scope of work with the general contractor, final construction documents will be created as a basis for the construction contract by March, 2026.
2. Professional design and consulting services, in addition to the architectural, shall be provided under this Agreement for the following:
 - a. Heating, Ventilating and Air Conditioning (HVAC) Engineering
 - b. Plumbing Engineering
 - c. Fire Protection Design
 - d. Electrical Engineering
 - e. Structural Engineering
 - f. Lighting Engineering
 - g. Interior Design
 - h. Coordination with Owner hired consultants
 - Food & Beverage Equipment Design
 - A/V, Phone, Data (Low Voltage)
3. Peacock + Lewis will coordinate with the designs and work product created by the Client-hired consultants to complete its work and transmit coordinated documents for permitting, bidding and construction. Work product created by the client hired consultants will be issued by the 100% Design Development milestone.
4. Based on the Client's written approval of the Interior Design Development documents and direction received from the DD phase, Peacock + Lewis will prepare a separate set of Interior Design Construction Documents. These documents are not required for building permit but are

- a. Dimensioned finish floor and ceiling plans indicating type and specifications for finishes and fixtures.
- b. Dimensioned interior elevations indicating patterns and specifications for wall finishes, millwork and trim, outlet locations, window coverings, etc.
- c. Millwork plans, elevations, sections, and details to describe the design intent.
- d. Retail product display coordination with the Client's designated representative and consultants.
- e. Style and finish for hardware and plumbing fixtures.
- f. Specifications, weights, and wattages for decorative lighting.
- g. Specifications and locations for artwork lighting.

- P25-088 Worthington Country Club SD – CA 2025.07.02

1. Peacock + Lewis will provide representation at the Pre-Construction Meeting.
2. The construction duration for this project has been identified as (9) Nine months. Peacock + Lewis will participate in weekly virtual meetings and make site visits as required (twice/month by an architect) and up to (one/month) for each of structural, mechanical, electrical, and plumbing representative and/or engineers.
3. Peacock + Lewis will provide response to Contractor's Request for Information (RFI) during the construction period. Complete responses shall be made by Peacock + Lewis as quickly as possible but no later than five (5) business days from Architect's receipt of G.C.'s vetted RFI's. To expedite RFI response time, the contractor shall prioritize the RFI requests to coordinate with the phase of construction and shall provide several solutions for consultant evaluation. G.C. to also identify if, in its opinion, the RFI will lead to additional time or money as a PCO.
4. Peacock + Lewis will provide review of Change Order Proposal Requests with the Client Representative for comment on price and justification prior to issuance of Change Orders.
5. Peacock + Lewis will provide review of Shop Drawings and Submittals. Where practical, the Shop Drawings shall be submitted in complete submittal packages corresponding the phase of construction so related trades have an opportunity to coordinate their work among each other, utilizing the CSI Specification Divisions. Partial submittals will not be reviewed, with the exception of any legitimate long lead items which may require review prior to thirty (30) days after the Construction Contract is signed by the Client.
6. Peacock + Lewis will review, in coordination with the Client Representative, and certify for payment, the Contractor's applications for payment and review partial releases of lien from all parties providing labor, materials and equipment to the Contractor unless such services will be provided by Client or Client's representatives.
7. Peacock + Lewis will prepare a final Project Close-Out "Punch List" after the contractor has created and completed its initial Punch List, such Punch List will be combined with or be in addition to, the Client's Representatives Punch List.
8. Peacock + Lewis will, only after coordination and consultation with the Client Representative, approve a Certificate of Substantial Completion and thereafter, a final Application for Payment, provided that Peacock + Lewis shall not approve same if unless, in its professional judgment after consultation with the Client Representative, the length and content of the Punch List is such that only non-material items are in need of correction or completion such that the facilities encompassed by the Work are fully useable for their intended purposes without undue disruption by the correction/completion of Punch List items.
9. For the purposes of this agreement, Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently completed in accordance with the Contract Documents so that the Client can occupy or utilize the Work for its intended use.

G. General:

1. The Architect is not responsible for the discovery, abatement, removal or remediation of asbestos, mold, and mildew or any other environmental conditions or toxic materials, but the Architect shall immediately notify Client if it does discover any of the foregoing during the terms of this Agreement.
2. Client acknowledges that the design team are not biologists, toxicologists, or the like, and cannot assure that the project will be mold free. Client recognizes that meteorological conditions of Florida are conducive to mold formation within, on and beneath building material employed in construction, regardless of HVAC design, and herein releases the Architect-Engineer, its employees, professionals, officers, and sub-consultants for any claims relating to existing mold, and future proliferation of mold, excepting only those damages, liabilities or costs attributable to the negligence or willful misconduct of the Architect.
3. Client to provide a detailed topographic and boundary survey of the existing site, buildings, and site features within 100' surrounding the existing building on CAD indicating all available underground and overhead mechanical, electrical and plumbing site utilities which could affect the design.
4. Material testing will be provided by a testing agency retained by others.
5. Design of sheathing, shoring, scaffolding, formwork and other means and methods structures will be provided by engineers retained by the Contractor.
6. Hydraulic calculations and branch pipe sizing for fire suppression system to be by Sprinkler Contractor.
7. All light fixtures and dimming schedules to be provided by the Lighting Designer and approved by the client, no less than two weeks prior to the 100% D.D. phase of the project. Engineering to be by Peacock + Lewis Electrical Engineer.
8. All decorative light fixtures and plumbing fixtures to be selected by Interior Designer and approved by the Client no less than two weeks prior to the 100% D.D. phase of the project. Engineering to be by Peacock + Lewis consultant engineer.
9. All front-of- house decorative light fixtures and plumbing fixtures shall be selected by Interior Designer; Engineering to be by Peacock + Lewis consultant engineer.
10. Client's vendors to provide electronic system information (i.e., outlets/jacks for A/V equipment, phone, computer, P.O.S., security, etc.) to be shown on our electrical drawings. This information to be approved by the Client no less than two weeks prior to the 100% D.D. phase of the project.
11. Kitchen Equipment Design shall be provided by the Client's consultant and approved by the Client two weeks prior to the 100% D.D. phase of the project.
12. Finish Hardware Schedule to be provided by General Contractor's vendor. Peacock + Lewis to provide the function schedule and a hardware allowance in the bid documents. ID to provide hardware style and finish.
13. Client shall provide catalog cutsheets and room plan layouts for Client furnished equipment and equipment provided by other consultants which will be connected to, or which impacts the

Worthington Country Club – Cabana Addition & Renovations SD-CA

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design, indicating all mechanical/electrical requirements for all fitness, spa, aquatics, kitchen/bar equipment, specialized equipment, specialty A/V selection and locations, utility connection requirements, utility consumption and heat rejection, including information on any system with special clearance requirements. This information must be provided two weeks prior to date of 100% D.D. phase of the project (refer to timelines established in the initial information).

14. Civil/Landscape/Irrigation/Surveying and Soils Engineering services to be provided by Client.

II. BASIS OF COMPENSATION:

The Client, Worthington Country Club, will compensate Peacock + Lewis for the services outlined in The Scope of Work as follows:

A. Initial Payment:

An initial payment of Ten Thousand Dollars (\$10,000) will be required upon execution of this Agreement and will act as a retainer be applied against the Basic Compensation noted below.

B. Basic Compensation:

We propose to provide Basic Services for Project Implementation, Basic Compensation reflects a 6% Architectural fee, a 2.5% Structural, Mechanical, Electrical, Plumbing, and Fire protection engineering fee, plus a 1% Interior Design Fee for a total of 9.5% A/E/ID fee based on an assumed hard construction cost estimate of One Million, Two Hundred and Thirty Thousand Dollars (\$1,230,000). For the Construction Document to Construction Administration phases, the 9.5% A/E/ID fee would apply to any variant of the final hard construction cost as determined by the CM at the end of Schematic Design and Design Development Phase. Reimbursable expenses will be invoiced separately as outlined in Section III below. Services related to zoning support shall be billed hourly; (refer to IV.A.3.). Fees for the remaining phases of work as outlined in Section I.B-F will be determined based on the hard construction cost when the scope of project is agreed-upon.

1. Peacock + Lewis is the Architect, M/E/P Engineers, and Interior Designer for the project.
2. Reimbursable expenses will be invoiced separately as outlined in paragraph III below.

IMPLEMENTATION FEE BREAKDOWN				
Task Four Through Eight to be determined based on a percentage of Hard Construction Cost.		A/E (8.5%)	ID (1%)	TOTAL
Task Four - Final Schematic Design/SDP	10%	\$10,455	\$1,230	\$11,685
Task Five - Design Development	25%	\$26,138	\$3,075	\$29,213
Task Six - Construction Documents	40%	\$41,820	\$4,920	\$46,740
Task Seven - Bidding & Permitting	5%	\$5,227	\$615	\$5,842
Task Eight - Construction Administration	20%	\$20,910	\$2,460	\$23,370
TOTAL		\$104,550	\$12,300	\$116,850

C. Method of Payment:

1. Invoicing will be monthly, based upon the percent of services provided plus reimbursable expenses. Payment is due when invoice is provided; delinquent after 30 days.
2. There is no finance charge upon amounts due which are paid within thirty (30) days. A periodic rate of 1.5% per month (an annual percentage rate of eighteen percent (18%) simple interest per annum on the unpaid balance) will be charged to the Client's account each month and added to the balance which remains unpaid after thirty (30) days.
3. Payment in full for services performed to date must be received by this office prior to the submittal of signed/sealed/dated construction documents for the building permit and/or agency review.

III. REIMBURSABLE EXPENSES:

- A. Additional costs and expenses (i.e., large copy items, color prints and plots, express deliveries, mileage, etc.) will be billed at a multiplier of 1.1 times the amounts expended by the Architect, the Architect's employees and consultants in the interest of this project. Mileage to be billed at the prevailing governmental rate per mile.

The Client must approve the expenditures or a reimbursable budget prior to Peacock + Lewis proceeding with reimbursable items.

IV. ADDITIONAL SERVICES:

- A. The following are not part of Basic Services but are available if needed and authorized by Client in writing. **(Note: Peacock + Lewis will forward additional service proposals, for added scope from special consultants, as they are obtained, which will be future exhibits to this contract.):**
1. Any services beyond those outlined in Basic Services, Section I.
 2. Cost estimating and/or value engineering. **(Note: Time to review and participate in value engineering meetings is included in the base fee. Time to implement Client-accepted V.E. changes to completed documents will be billed as additional service, but only if such changes occur after Client approval of 100% complete Design Development Documents.)**
 3. All work (beyond normal architectural work being produced for this project) required to attend meetings and hearings for the rezoning/site plan approval process.
 4. Landscape/Hardscape/Site Lighting/Irrigation Design.
 5. Finish Hardware. (Note: Peacock + Lewis will provide a hardware function schedule and hardware allowance in the construction documents). (See I.G.12.)
 6. Sound/Media/Audio-Visual/Security/Telephone/Communication/ POS/Security System Design (Coordination of these Client Vendors is included). (See I.G.10).

Worthington Country Club – Cabana Addition & Renovations SD-CA

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7. All low voltage information and any Food & Beverage equipment changes which must be added to the drawings after the bid documents are completed (due to revisions made by the Client).
8. Any information which must be made to the drawings due to interior architecture and interior design revisions after the bid documents are completed (due to revisions made by the Client).
9. Preparation of Record Drawings (AKA as-built documents), electronic format, electronic transfer and/or archive storage or retrieval of documents.
10. Preparation of Interior Finish Boards will be provided under a separate agreement.
11. Preparation of new renderings or revisions to existing renderings (estimated at \$3,500 per view for exterior renderings and \$4,500 per view for interior renderings).
12. Purchasing of furniture, fixtures & accessories ("FF&A") services is provided under a separate FF&A Procurement Agreement, attached hereto and incorporated herewith.
13. The services necessary to obtain, compile, create and deliver the selected furniture, fixtures and accessories specifications, samples, and maintenance manual(s) will be billed under a separate agreement.
14. Any work provided by Peacock + Lewis to design, coordinate and process subcontractor's shop drawings on behalf of the General Contractor.
15. Any work provided by Peacock + Lewis to update the General Contractor's submittal and RFI logs (Procore) for its subcontractor use.
16. Any work provided by Peacock + Lewis at the site during construction due to Contractor's mismanagement of the project.
17. Peacock + Lewis's fee was based on 10% of the estimated hard cost of construction (6.5% Architectural fee, a 2% Structural, Mechanical, Electrical, Plumbing, and Fire protection engineering fee, plus a 1.5% Interior Design Fee for a total of 10% A/E/ID fee) without a contingency for both A/E and ID services. The Peacock + Lewis fee shall be increased or decreased at the same percentage for the Client approved GMP value which in excess of, or which is less than the estimated costs which the fixed fees were based on. Any additional items which may be added to the scope of the project will be billed at the same percentage.
18. Design of a new electrical service if ample existing power is not present at the existing site.

B. Basis of Compensation:

1. For Additional Services of the Architect, as authorized by the Client, but excluding Additional Services of Consultants, compensation shall be computed at the hourly rates of: Principal, \$450 per hour; Registered Project Architect, \$225 - \$250 per hour; Registered Project Interior Designer, \$225 per hour; Associate Architect/Project Manager, \$125 - \$175 per hour; Associate Interior Designer, \$125 - \$175 per hour; Senior CAD/Revit Drafter/Design Assistant/Project Coordinator, \$100 - \$125 per hour; Graphic Support/CAD/Revit Drafter, \$75 - \$100 per hour and Clerical/Bookkeeper \$75 - \$100 per hour. Hourly rates are subject to change upon thirty (30) calendar day's written notification.

2. For Additional Services of Consultants, as authorized by the Client, compensation shall be computed hourly at a multiple of 1.1 times the amount billed to the Architect for such services.
- C. It is understood and agreed that changes required due to the untimely receipt of Client provided information will be considered as Additional Services. Client will be given a 30-day notice before the information is considered untimely.
- D. It is understood and agreed that Client changes made to the drawings after the Design Development documents are signed by the Client to proceed into Construction Documents, will be considered as Additional Services.

V. GENERAL:

- A. Client: Client confirms that neither Peacock + Lewis nor any of Peacock + Lewis's Consultants or subcontractors has offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by Peacock + Lewis or any of Peacock + Lewis's subconsultants or subcontractors, as a consequence of Peacock + Lewis's entering into this Agreement with Client.
- B. Assignment: No assignment, transfer or subletting of any party's rights, interests or obligations shall be allowed without the prior written consent of the other party, provided that Client's assignment hereof to a construction lender shall be permitted and the Architect shall cooperate with all other reasonable requirements of such lender.
- C. Ownership of Instruments of Service: All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by the Architect as instruments of service shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto.

The Client shall be permitted to retain copies, including reproducible copies, digital copies and CAD files or drawings and specifications for information and reference in connection with Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on other projects, for additions to the project, or for completion of the project by others, except by Agreement in writing and with appropriate compensation to the Architect.

- D. Satisfaction with Services: Payment of any invoice by the Client to the Architect shall be taken to mean that the Client is satisfied with the Architect's services to the date of payment and has agreed to the percentage of work completed at the time of the invoice.
- E. Disputed Invoices: If the Client objects to any portion of an invoice, the Client shall so notify the Architect in writing within fourteen (14) calendar days of receipt of the invoice. The Client shall identify, in writing, the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Client's failure to object to any portion of an invoice within the time prescribed above will constitute Client's waiver of its opportunity to object, and the entire invoiced amount will thereafter be due and payable to Peacock + Lewis.

Any dispute over invoiced amounts which cannot be resolved within ten (10) calendar days after Peacock + Lewis's receipt of Client's objection and direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in the Architect's favor and shall be calculated on the unpaid balance from the due date of the invoice.

- F. Mediation and Dispute Resolution: Any and all claims and disputes arising from or relating to this Agreement, the Services, or the Project which are not resolved through non-binding mediation as required herein, shall be resolved through litigation in a court of competent jurisdiction.
- (i) The Client and the Architect agree that all disputes between them arising out of or relating to this Agreement, the Services, or the Project shall be submitted to non-binding mediation as a condition precedent to binding dispute resolution. Unless the parties mutually agree otherwise in writing, mediation will be conducted in accordance with the American Arbitration Association's Construction Industry Mediation Rules and Procedures in effect as of the date of this Agreement. The parties shall equally share the cost of mediation. If a party fails to participate in mediation within sixty (60) days from the date of the demand for mediation, the other party may proceed with binding dispute resolution.
 - (ii) The parties acknowledge and agree that in any civil action or legal proceeding arising out of or relating to this Agreement, the Project, or the Services, shall be brought in the courts of record of the State of Florida in the County where the Project is located. Each party consents to the jurisdiction of such Florida court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such Florida court. The parties also expressly waive their right to a jury trial in any such dispute.
 - (iii) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida without regard to conflict of laws provisions.
 - (iv) In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover, from the losing party, the reasonable fees, costs and expenses incurred in enforcing any right of such prevailing party under or with respect to this Agreement, the Project, or the Work, including without limitation, such reasonable fees and expenses of attorneys and experts in architect services, which shall include, without limitation, all fees, costs and expenses of appeals.
- G. Termination for Convenience: This Agreement may be terminated by either party upon thirty (30-60) calendar days written notice.
- H. Termination for Cause: In the event of substantial material breach by the other party to perform in accordance with the terms herein, the non-breaching party may terminate this Agreement upon seven (7) business days' notice and an opportunity to cure. Nonpayment of funds due or payable under this Agreement constitutes a substantial material breach.
- In the event of any termination, the Architect will be paid for all services rendered to the date of termination, all expenses subject to reimbursement hereunder, and other reasonable expenses incurred by the Architect as a result of such termination.
- I. If the contract is a fixed fee, the amount payable will be a proportional amount of the total fee based on the percentage of work complete as determined by the Architect. Except that the Architect shall be entitled to no payment under this provision if the termination is for cause.

PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL, EMPLOYEE OR AGENT OF PEACOCK + LEWIS ARCHITECTS AND PLANNERS, LLC, CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING

FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER. BY SIGNING THIS AGREEMENT, YOU HAVE ACCEPTED THIS LIMITATION OF LIABILITY.

If you have any questions or comments regarding this Proposal, please call. This fee is valid for a period of thirty (30) calendar days from the date of this Proposal. Your acceptance may be indicated by signing, dating, and returning one (1) copy of this letter, along with the initial payment. Work will be scheduled upon receipt of the signed Proposal and initial payment.

Sincerely,

Peacock + Lewis Architects and Planners, LLC



Kenneth Hart, AIA, CID

Managing Director - Naples

Authorization to provide the above services:

Signed: _____

Name: _____

Title: _____

Date: _____