



Professional Engineers, Planners & Land Surveyors

August 15, 2019

Mr. David Willems
Public Works Director
The Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

**Reference: THE VILLAGE OF ESTERO STA-01 CN 2018-02
WATER AND SEWER EXPANSION**

Mr. Willems:

Thank you for allowing our firm to propose professional services for the above referenced project. This project consists of preliminary design for the utility expansion, coordination with Village staff and cost estimates for the improvements shown generally in the attached exhibit. This Agreement will establish our proposed services and associated fees we believe are necessary to successfully complete this project.

SCOPE OF SERVICES

I. PRELIMINARY DESIGN

- A. RESEARCH - This service includes our firm obtaining the record drawings for the project areas and other information to assist in the preliminary design.
- B. PRELIMINARY PLAN - This service includes the preparation of a preliminary plan to use for early discussions.
- C. FIELD RECONNAISSANCE - This service includes our firm to provide field reconnaissance to determine any possible conflicts with preliminary plan alignments or structure locations.

II. DESIGN SERVICES

- A. MODELING - Utilize Water CAD to update the existing model which will be obtained from Lee County Utilities. We would add the proposed pump stations and force mains to size the improvements and determine what upgrades may be necessary.
- B. DESIGN PLAN - Update the preliminary plan based on the model analysis to create a more detailed plan to use for the cost estimate.
- C. CONSTRUCTION OPINION OF PROBABLE COST - Quantity takeoff required to prepare Opinion of Probable Cost.
- D. DESIGN MEETINGS - Attend progress meeting with staff throughout the process.
- E. VILLAGE COUNCIL MEETINGS - Prepare presentations and present at three (3) Village Council meetings.

• SERVING THE STATE OF FLORIDA •

10511 Six Mile Cypress Parkway • Suite 101 • Fort Myers, Florida 33966
Phone 239-939-5490 • www.bankseng.com • Fax 239-939-2523
Engineering License No. EB 6469 • Surveying License No. LB 6690

III. REIMBURSABLE EXPENSES

- A. PLANS - This service includes the reproduction of contract plans as required for completion of the project.
- B. MISCELLANEOUS - This service includes the miscellaneous reimbursable costs including deliveries, mail, telephone, etc. as required for completion of the project.

PAYMENT OF SERVICES

We will perform the above services, on lump sum basis (unless otherwise noted), invoiced monthly, as services are rendered as follows:

I. PRELIMINARY DESIGN

- A. Research
- B. Preliminary Plan
- C. Field Reconnaissance

Sub-Total \$ 5,200.00

II. DESIGN SERVICES

- A. Modeling
- B. Plan
- C. Construction Opinion of Probable Cost
- D. Design Meetings
- E. Village Council Meetings

Sub-Total \$52,500.00

III. REIMBURSABLE EXPENSES

- A. Plans
- B. Miscellaneous

Sub-Total \$ 2,000.00*

***Estimated Fee**

Grand Total \$59,700.00

It should be noted that this proposal does **NOT** include the following:

1. Permitting

It is necessary that you advise us in writing at an early date if you have budgetary limitations for Total Project Cost or Construction Cost. We must accept any such limitations as being realistic and will then endeavor to work with in those limitations. We do not guarantee that our opinions will differ materially from negotiated prices or bids. If you wish greater assurance as to probable Construction Cost or if you wish formal estimates, an independent cost estimator should be employed.

This Agreement, the two (2) pages of General Conditions and Fee Schedule, represent the entire understanding between you and Banks Engineering, with respect to the Project, and may only be modified in writing signed by both parties. If this Agreement satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this Agreement in the space provided and return to Banks Engineering, 10511 Six Mile Cypress Parkway, Fort Myers, Florida 33966.

The terms set forth herein are offered for a period of thirty (30) days from the above date.

Sincerely,
BANKS ENGINEERING



D. Brent Addison, P.E.
Vice President

Accepted this _____ day of _____, 2019 by:

Print Name

Title

Company

Signature

General Conditions

1. This Agreement and the anticipated scope of services to be provided by Banks Engineering requires that the Client provide all information as to its requirements for the Project, examine and respond promptly to Banks Engineering's submission, and give prompt written notice to Banks Engineering whenever the Client observes, or otherwise becomes aware of, any defect or dissatisfaction with the services provided by Banks Engineering.
2. In order for Banks Engineering to perform its proposed services, the Client must provide Banks Engineering with the following:
 - A. All required permit application documentation and all fees for all government agencies or utilities having jurisdiction over the Project. Banks Engineering does not advance any application fees, etc., and expects the Client to furnish these at the time of submittal.
 - B. Provide sufficient documentation verifying the Client has authorization or ownership over the Project to make applications and receive governmental and utility permits, and to bind the property owners and their successors to any permit conditions or requirements.
 - C. Make all necessary provisions to guarantee Banks Engineering's ability to enter upon public and private property of the Project.
 - D. Promptly provide Banks Engineering with any documentation or information requested.
3. All services rendered in this contract and reimbursable expenses will be invoiced monthly and payment is due within thirty (30) days of the invoice date. If Banks Engineering does not receive payment within thirty (30) days of the invoice date, the invoice amount will be assessed a finance charge in the amount of 18% per annum from said thirtieth day. If any invoice payment is not received within 30 days of the invoice date, Banks Engineering reserves the right, at its option, to suspend any or all services without notice until full payment is made or to terminate this Agreement. The Client agrees that Banks Engineering shall not be liable for its failure to perform any services or obligations set forth in this Agreement while services are suspended by reason of the Client's failure to timely remit payment in the manner identified above, or if Banks Engineering terminates this Agreement.
4. Out-of-pocket expenses including, but not limited to, county aerials or maps, deeds, air travel, blueprints, outside consultants, express mailing or delivery charges, long distance phone calls and mileage will be billed as an extra.
5. In the event of substantial failure by either Banks Engineering or the Client to perform in accordance with the terms contained herein, through no fault of the terminating party, either party shall have the right to terminate this Agreement, provided that such default is not cured, upon seven (7) days written notice. In the event of termination, in addition to any other remedies available to Banks Engineering at law or in equity, Client agrees to pay Banks Engineering for all services rendered and expenses incurred through the date of termination, plus reasonable costs incurred by Banks Engineering in terminating this Agreement, along with any reasonable profits that Banks Engineering would have earned if the Agreement had not been terminated. Failure to make payment when due shall be considered a substantial failure to perform by the Client and grounds for termination. In the event the Client submits a seven (7) day notice to Banks Engineering in accordance with this paragraph, such notice shall specifically identify the alleged matters by which it claims that Banks Engineering is in default and shall also identify the specific actions needed to remedy the alleged default. Banks Engineering shall be deemed to have promptly cured such default provided that it has taken reasonable steps to initiate efforts to remedy such default within seven (7) days of receipt of such notice, and further provided that such efforts cure the default proceed in a reasonably prompt manner thereafter.
6. Banks Engineering and the Client acknowledge that this Agreement shall be controlled by the laws of the State of Florida. In the event of a dispute, Lee County, Florida shall be the proper venue for any action brought hereunder. In the event that the Client breaches this Agreement or if this contract is placed in the hands of an attorney for collection, then Banks Engineering shall be entitled to recover from Client all reasonable attorney's fee and costs incurred by reason of Client's breach.
7. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Banks Engineering, its officers, directors, partners, employees, agents, consultants, and sub-consultants, and any of them, to Client and anyone claiming by, through, or under Client, for any and all claims, losses, liabilities, costs or damages whatsoever arising out of, resulting from or in any way related to the services rendered by Banks Engineering under this Agreement from any cause, including but not limited to the negligence, professional errors, or omissions, strict liability, breach of contract, or warranty (express or implied) of Banks Engineering, its officers, directors, employees, agents or consultants or any of them, shall not exceed the compensation actually received by Banks Engineering under this Agreement.

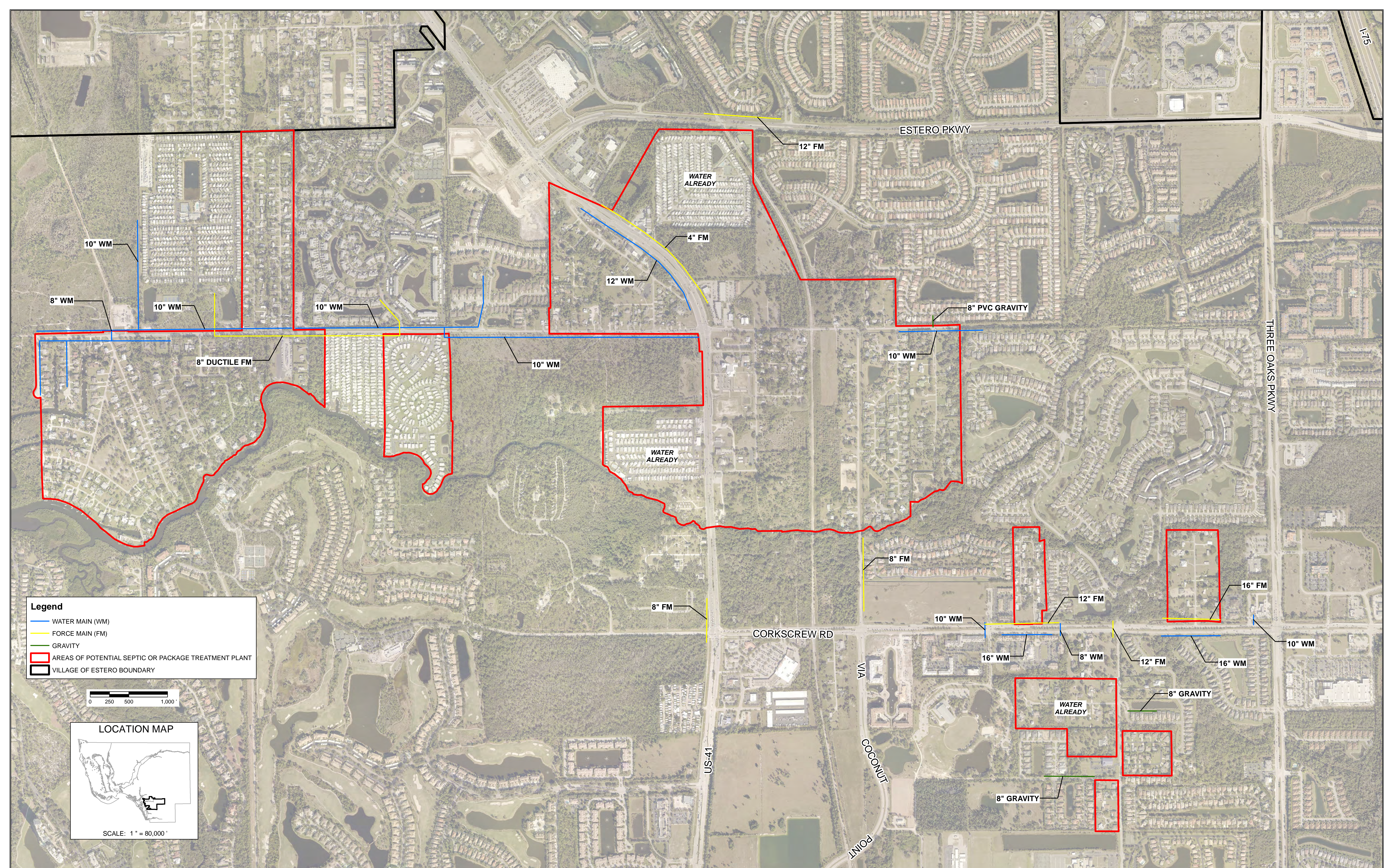
8. Banks Engineering's obligation to provide services shall be limited to the standard of care, skill and diligence and those practices and procedures which are at this time reasonably followed by engineers in performing the same or similar services in the locale where Banks Engineering's office is located.
9. The services to be provided by Banks Engineering are being performed solely for the benefit of the Client, and no benefit is meant to be conferred upon any other person or entity, and no such other person or entity should rely upon Banks Engineering's performance of those services to the Client. No claim against Banks Engineering shall accrue to any contractor, subcontractor, consultant, architect, supplier, fabricator, manufacturer, lender, tenant, surety, purchaser, or any other third-party as a result of the performance or non-performance by Banks Engineering of services.
10. Notices - All notices shall be addressed to the parties at the addresses stated on the first page of this Agreement and shall be considered as delivered when postmarked, if dispatched by certified or registered mail, or when received in all other cases.
11. The Client and Banks Engineering agree to waive all claims against the other for any consequential damages that may arise out of or relate to this Agreement. This Agreement by Client shall include, but not be limited to, all consequential damages including but not limited to the Client's loss of use of the Property, delay damages, any rental expenses incurred, loss of service of employees, finance charges, or loss of reputation. Banks Engineering agrees to waive damages including but not limited to, loss of profits not related to this Project, or loss of reputation.
12. Except as provided above, neither party shall assign or transfer any interest in this Agreement without the prior, express, and written consent of the other which may be withheld for any reason.
13. Nothing in this Agreement shall be construed as creating any personal liability on the part of any officer, agent or employee of Banks Engineering, nor shall it be construed as giving any rights or benefits under this Agreement to anyone other than the parties to this Agreement.
14. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue to remain in full force and effect as if no such forbearance or waiver had occurred. However, once Banks Engineering has provided services to Client, and Client has had a reasonable opportunity to inspect such services, Client shall be deemed to have accepted any and all work to which it has not timely made objection. Any objection shall be deemed timely only if made within seven (7) days.
15. If any action is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees and costs including those incurred upon appeal.
16. The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
17. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.
18. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by an authorized representative of each party.

Client Initials

DBA
Banks Engineering

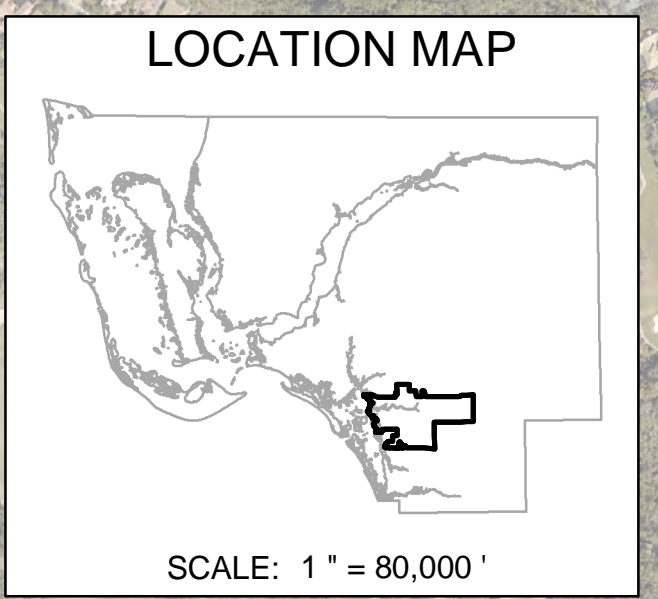
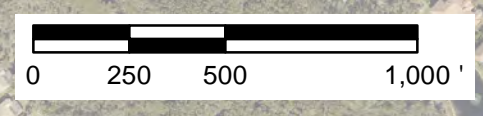
FEE SCHEDULE

Principal Engineer	\$185.00
Professional Engineer I	\$110.00
Professional Engineer II	\$125.00
Professional Engineer III	\$150.00
Project Manager I	\$ 85.00
Project Manager II	\$100.00
Project Manager III	\$125.00
Project Manager IV	\$150.00
Project Manager V	\$185.00
Engineer Intern I	\$ 85.00
Engineer Intern II	\$100.00
Engineer Technician I	\$ 55.00
Engineer Technician II	\$ 65.00
Engineer Technician III	\$ 75.00
Engineer Technician IV	\$ 85.00
Professional Land Surveyor I	\$110.00
Professional Land Surveyor II	\$125.00
Professional Land Surveyor III	\$150.00
Principal Surveyor	\$185.00
Survey Technician I	\$ 55.00
Survey Technician II	\$ 65.00
Survey Technician III	\$ 75.00
Survey Technician IV	\$ 85.00
4-Man Survey Crew	\$160.00
3-Man Survey Crew	\$125.00
2-Man Survey Crew	\$100.00
1-Man Survey Crew	\$ 80.00
Administrative Assistant I	\$ 40.00
Administrative Assistant II	\$ 50.00
Administrative Assistant III	\$ 60.00
Planner I	\$ 65.00
Planner II	\$ 75.00
Planner III	\$ 85.00
Planner IV	\$100.00
Planner V	\$125.00
Principal Planner	\$150.00
Reimbursables:	
Mileage (Based on IRS published rates)	\$ 0.58
Copies:	
Letter	\$ 0.15
Legal	\$ 0.25
Ledger	\$ 0.30
Blueprints/Digital Plan Copies	\$ 1.25



Legend

- WATER MAIN (WM)
- FORCE MAIN (FM)
- GRAVITY
- AREAS OF POTENTIAL SEPTIC OR PACKAGE TREATMENT PLANT
- VILLAGE OF ESTERO BOUNDARY



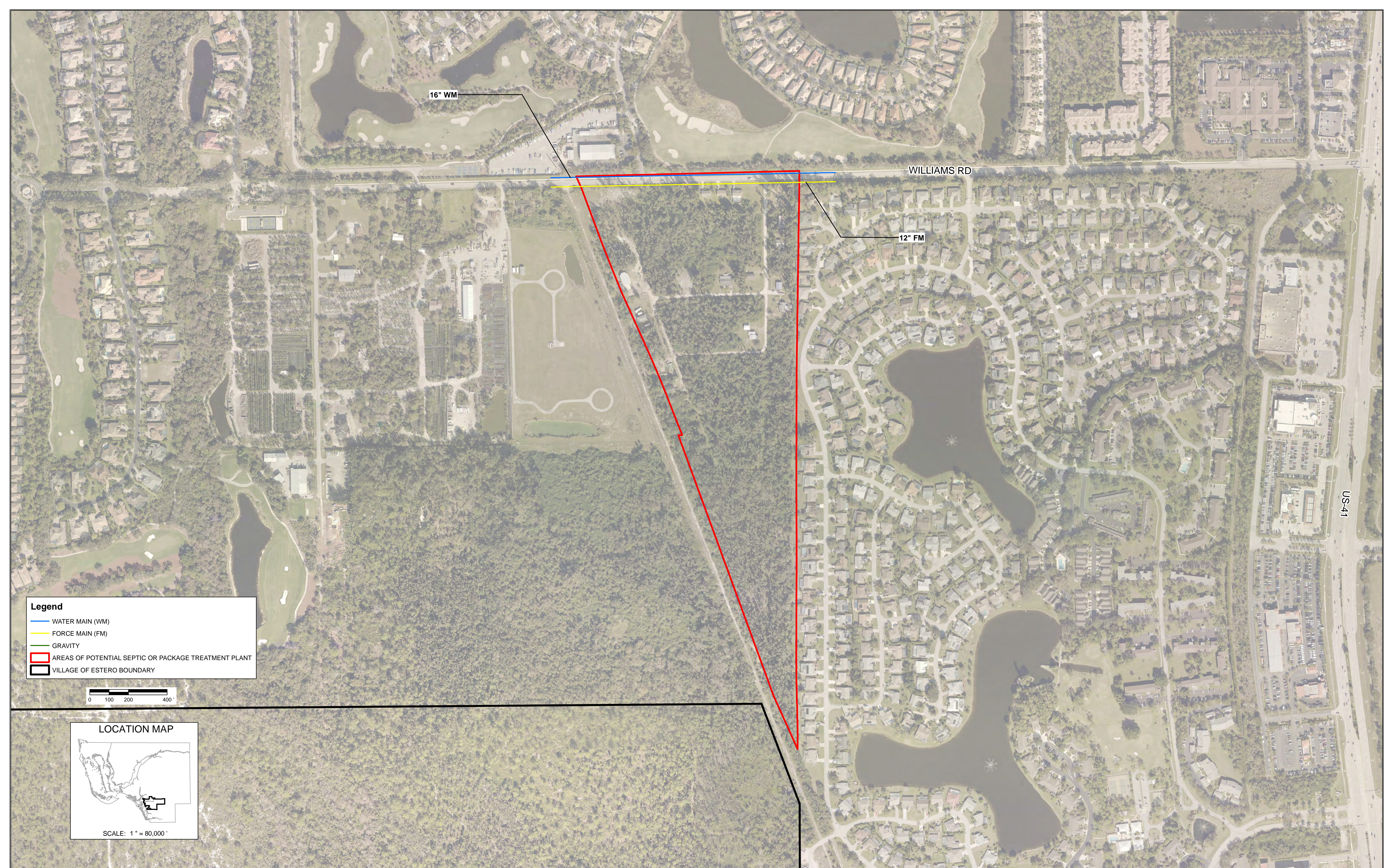
NOTES:
 1. 2019 AERIAL IMAGES FROM LEE COUNTY
 2. COORDINATE SYSTEM: NAD 1983 STATE PLANE FLORIDA WEST FIPS 0902 FEET

ESTERO WATER AND SEWER EXPANSION

VILLAGE OF ESTERO



SCALE:	1" = 500'
DRAWN BY:	EJR
CHECKED BY:	-----
DATE:	6/6/2019
SHEET:	1 of 2



Legend

- WATER MAIN (WM)
- FORCE MAIN (FM)
- GRAVITY
- AREAS OF POTENTIAL SEPTIC OR PACKAGE TREATMENT PLANT
- VILLAGE OF ESTERO BOUNDARY



LOCATION MAP

SCALE: 1" = 80,000'

NOTES:
 1. 2019 AERIAL IMAGES FROM LEE COUNTY
 2. COORDINATE SYSTEM: NAD 1983 STATE PLANE FLORIDA WEST FIPS 0902 FEET

ESTERO WATER AND SEWER EXPANSION

VILLAGE OF ESTERO



SCALE:	1" = 200'
DRAWN BY:	EJR
CHECKED BY:	-----
DATE:	6/6/2019
SHEET:	2 of 2

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