



May 7, 2020

Attention: David Willems, PE, Public Works Director

The Village of Estero

9401 Corkscrew Palms Circle
Estero FL 33928

Dear Mr. Willems:

Reference: REVISED: Change Order Request for Corkscrew Road / Estero Town Commons Place Intersection Improvements; Stantec 215810867

In accordance with your request, we have prepared a scope and fee proposal for the subject project. The proposed work is as follows:

SCOPE OF SERVICES

Task 100 – Construction Plan Modifications

Stantec will modify the Roadway and Signal Plans for the Corkscrew Road / Estero Town Commons Place Intersection to include an additional northbound-to-eastbound right turn lane in the southeast quadrant of the intersection. The modifications include designing the right turn lane improvements within the existing Corkscrew Road right-of-way. The improvements include modification of the plans to accommodate an additional twelve-foot-wide, right turn lane. The modifications will require revisions to approximately 12 of the 24 sheets of the roadway plans and 3 of the 7 sheets of the Signal Plans.

The EOPC and bid form quantities will be updated to accommodate the proposed improvements.

The improvements will be designed to the same standards as listed on the existing Construction/ Signal Plan set.

Assumptions

There are no additional survey, subsurface survey, or geotechnical services required to provide the plan modifications.

Deliverables

- Modified Roadway/ Signal Plans

Task	Description	Fee Type	Fee Amount
100	Plan Modification	Fixed	\$ 10,000
TOTAL			\$ 10,000

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Unless otherwise specified, charges for SERVICES are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for SERVICES shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the US.

Thank you for this request for professional services and the opportunity to be of service to you. We trust the information contained in this letter is consistent with your understanding. If this proposal is acceptable to you, please sign it in the space provided and return it to our office.

Sincerely,

Stantec Consulting Services Inc.

Ben Quartermaine PE
Senior Project Manager
Phone: 941 921 4349
Fax: 941-907-6910
Ben.Quartermaine@stantec.com

Francisco B. Domingo PE
Principal
Phone: 941-225-6182
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Frank.Domingo@stantec.com

Attachment: Professional Terms and Conditions
Schedule of Fees

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ACCEPTANCE AND AUTHORIZATION TO PROCEED

1. When professional services relating to the design and permitting process are performed for a fixed fee, fees shall be billed periodically 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 Stantec Consulting Services Inc. prior to the submission of each permit application and/or deliverable to the respective governmental agency(ies) or Client.
2. 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.
3. Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables.
4. Additional Services mutually agreed upon by Stantec Consulting Services Inc. and Client shall be billed monthly.
5. Client agrees to carefully read all billing invoices/ statements and promptly notify Stantec Consulting Services Inc., in writing, of any claimed errors or discrepancies, within fifteen (15) days from the date of the invoice/ statement. If Stantec Consulting Services Inc. does not hear from Client in writing, it is presumed that Client agrees with correctness, accuracy, and fairness of the billing invoice/ statement. Should the scope 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.
6. This Proposal/ Agreement is open for acceptance by Client for thirty (30) days from the date above, after which it will be withdrawn by Stantec Consulting Services Inc. and may be subject to renegotiation.
7. If this Proposal/ Agreement satisfactorily sets forth Client's entire understanding of the agreement, please sign in the space provided and return it to Stantec Consulting Services Inc. as authorization to proceed with the work.
8. 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 Professional Services Terms and Conditions of Stantec Consulting Services Inc. I also acknowledge that I have read, understand, and agree to the Professional Services Terms and Conditions attached hereto and made a part of this Agreement. I warrant and represent that I am authorized to enter into this Agreement on behalf of The Village of Estero.

PURSUANT TO FLORIDA STATUTES CHAPTER 558.0035 AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE.

Authorized Signature

Title

Representing

Date

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SCHEDULE OF FEES

Effective January 1, 2020

<u>Staff Level</u>	<u>Rate</u>
Level 3	\$ 98.00
Level 4	\$ 108.00
Level 5	\$ 123.00
Level 6	\$ 127.00
Level 7	\$ 132.00
Level 8	\$ 143.00
Level 9	\$ 149.00
Level 10	\$ 154.00
Level 11	\$ 165.00
Level 12	\$ 174.00
Level 13	\$ 183.00
Level 14	\$ 192.00
Level 15	\$ 204.00
Level 16	\$ 225.00
Level 17	\$ 232.00
Level 18	\$ 239.00
Level 19	\$ 248.00
Level 20	\$ 258.00
Level 21	\$ 274.00
1 Person Field Crew	\$ 95.00
2 Person Field Crew	\$ 135.00
3 Person Field Crew	\$ 155.00
4 Person Field Crew	\$ 175.00

Unit billings, such as printing and survey materials, will be billed at standard rates. All other out-of-pocket expenses will be billed at cost +10%.