



CN 2020-01  
STA -01

Professional Engineers, Planners & Land Surveyors

September 9, 2020

The Village of Estero  
9401 Corkscrew Palms Circle  
Estero, FL 33928

Sent via email: [willems@estero-fl.gov](mailto:willems@estero-fl.gov)

RE: **WILLIAMS ROAD BICYCLE AND PEDESTRIAN IMPROVEMENTS – PHASE 1**

To Whom It May Concern,

Thank you for allowing our firm to propose professional services for the above referenced project. This project consists of the survey, design, and construction document preparation services for proposed bicycle and pedestrian improvements along Williams Road from Three Oaks Parkway to the Via Coconut Point (approximately 1 mile). This Agreement will establish our proposed services and associated fees we believe are necessary to successfully complete Phase 1 of this project.

## SCOPE OF SERVICES

### I. PRELIMINARY DESIGN

- A. **RECORD DRAWINGS** - This service includes our firm obtaining the record drawings for the project area.
- B. **FIELD RECONNAISSANCE** - This service includes our firm to provide field reconnaissance to determine any possible conflicts with preliminary plan alignments or structure locations.
- C. **PATHWAY CONSULTANT COORDINATION** - Provide information to the pathway consultant and coordinate as necessary.

### II. DESIGN SERVICES

- A. **SURVEYING**
  - Obtain topographic data from within the Williams Road right-of-way at 50-foot stations locating above ground improvements, drainage, driveways, roadway intersection and swales.
  - Locate above ground utilities and underground utilities as marked by individual utility companies.
  - Locate existing easements.
  - Data will be processed in the State Plane Coordinate System for integration into AutoCAD format.
  - Provide additional survey services where necessary for easement acquisition.
  - Easement acquisition services include generating up to 10 sketches and descriptions and attending 2 meetings.
  - Provide Right-of-Way maps.

• **SERVING THE STATE OF FLORIDA** •

- B. THIRTY PERCENT PLANS (LAYOUT ONLY)
  - Prepare 30% plans based on the concept plans provided by the pathway consultants. These will include the proposed layout (to scale) overlaid on the survey data.

III. SUB-CONSULTANT SERVICES

- A. PATHWAY CONSULTANT - See attached proposal.

**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. Record Drawings
- B. Field Reconnaissance
- C. Pathway Consultant Coordination

Sub-Total \$ 6,800.00

II. DESIGN SERVICES

- A. Surveying
- B. Thirty Percent Plans

Sub-Total \$ 45,000.00

III. MEETINGS

Sub-Total \$ 5,000.00

IV. SUB-CONSULTANT SERVICES

- A. Pathway Consultant

Sub-Total \$ 78,956.00

**Grand Total \$135,756.00**

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

1. Permit Application Fees
2. Attorney's Fees
3. Utility Extensions
4. Environmental Services
5. ACOE Permitting
6. Wetland Impact Permitting
7. Dewatering Permitting
8. Railroad Permitting and Coordination
9. Construction Plans and Documents

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 \_\_\_\_\_, 2020 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

  
\_\_\_\_\_  
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)	\$ 0.575
Copies:	
Letter	\$ 0.15
Legal	\$ 0.25
Ledger	\$ 0.30
Digital Plan Copies (Black & White)	\$ 1.25
Digital Plan Copies (Color)	\$ 2.25
Mylar Copies	\$ 5.50

## Overview

This task is to provide support and review of the re-design of a 1.1-mile segment of Williams Road in the Village of Estero to include bicycle and pedestrian facilities. Jacobs is collecting data on existing conditions, conducting stakeholder engagement, developing design concepts and related cost estimates, coordinating with the prime consultant (Banks Engineering).

## 1. Existing Conditions and Route Evaluation

The consultants shall conduct a kick-off meeting with Village of Estero staff to help identify background data and project resources that will help complete a successful project. This meeting shall be used to discuss the project schedule, gather contacts for information that will be used throughout the study, determine data items that may be needed for the study, and to get input on the meeting attendees' priorities and expectations.

### 1.1 Data Collection

Data collection methods will be dependent on the conditions at the time the data is collected, particularly around school operation, as the project area is adjacent to Estero High School. The fee is inclusive of either service and will not change based on the data collection method.

- a. If school is in session with students and staff attending the brick and mortar facility, the project team will gather real-time data through Quality Counts which is to include standard turn counts at six locations during three time periods as well as speed, class, and volume at two locations over two days.
- b. Alternative, add-on service: If school is either not in session or is in session but using tools to instruct virtually, the project team will gather historical data from Streetlight Data which is to include traffic volumes, speed, origin-destination (O-D) matrix. The data will not include pedestrian and bicycle data, however the O-D matrix can provide how many vehicle trips could be replaced by walking or biking if the facilities exist to accommodate those modes in a safe manner. This data will be supplemented with historical data from the planning project and any historical data available that can be provided by the Village of Estero.

### 1.2 Multimodal Traffic Analysis

The project team will perform a multimodal traffic analysis to provide information for decision makers and the public to choose a preferred alternative. The study area will include Williams Road between Three Oaks Parkway and Via Coconut Point.

The multimodal level-of-service (MMLOS) will consider Bicycle LOS utilizing National Cooperative Highway Research Program (NCHRP) Report 616 "Multimodal Level of Service Analysis for Urban Streets." Contrary to typical Highway Capacity Manual (HCM) methods of calculating LOS based upon volume-to-capacity metrics, NCHRP Report 616 evaluates the quality of the facility. These scores will help quantify the different alternatives for bicycle facility configurations connecting Three Oaks Parkway and Via Coconut Point.

Auto LOS scores will be evaluated, as needed, to compare those alternatives which reduce the vehicle-carrying capacity of the roadway. Auto LOS will compare existing (no build) as a baseline with the opening year (build) utilizing HCM methodologies and Synchro software.

### 1.3 Crash Analysis

A crash analysis will be performed along the Williams Road corridor from Three Oaks Parkway to Via Coconut Point. The Florida State Safety Office Geographic Information System (SSOGis) Crash Query Tool, will be accessed to pull the appropriate crash data.

### 1.4 Assumptions

1. Traffic volumes will not be forecasted to future years beyond the opening year.

## 2. Public Engagement

Focused public engagement will be conducted to ensure the opinions and visions of the road's users are heard. Engagement will use public meetings, social media posts, and direct emails. The consultant shall prepare project information and design alternatives for use in public engagement activities. The Village of Estero staff will be responsible for disseminating the information to the public.

Materials will be presented to Village Council and the public at two points during the project development.

1. The Consultant will create **two design alternatives** (described in Task 3) to be shared with the Village Council and the public at a Council meeting. Alternatives will be presented with associated costs for each aspect of the design. Interested users and known stakeholders will be encouraged to provide input for each design alternative or for elements within the alternatives. The alternatives will be shared as **electronic fact sheets** with supporting information allowing the Village Council and public to understand tradeoffs.
2. The **final draft design** will be presented to Village Council and the public at a Council meeting. The design may be one of the earlier alternatives or a hybrid of designs. The final draft design will be shared as an **electronic fact sheet**.

### 2.1 Assumptions & Exclusions

- a. Two alternative designs will be developed along with associated line-item costs.

## 3. Concept, Cost Estimates, and Schematic Design

Typical sections of up to three (3) streetscape alternatives will be developed to support public engagement and aid decision making. After public comments are received the consultant will meet with the Village to discuss public input and items to carry forward into the conceptual design alternatives. Two conceptual design alternatives will be developed. Planning level cost estimates will be developed for each of the alternatives. Upon finalizing the preferred alternative, one (1) complete streetscape concept layout and planning level cost estimate will be developed that extends from Three Oaks Parkway to Via Coconut Point. The concept may include elements such as vegetation, lighting, and wayfinding.

In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no



warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates

### 3.1 Assumptions & Exclusions

1. Survey CAD files will be provided that depict right-of-way extents, above-ground and underground utilities and irrigation, topographic contours (2-ft intervals), and storm water drainage.
2. Pavement and drainage design will not be incorporated into the concept.
3. Environmental (NEPA) documentation, stream buffer variances or wetland delineation/permitting is excluded as part of this task.
4. Geotechnical services are excluded as part of this task.
5. Deliverable will be a PDF of streetscape concept layout.



Professional Engineers, Planners & Land Surveyors

September 9, 2020

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RE: **WILLIAMS ROAD BICYCLE AND PEDESTRIAN IMPROVEMENTS – PHASE 1**

To Whom It May Concern,

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## SCOPE OF SERVICES

### I. PRELIMINARY DESIGN

- A. RECORD DRAWINGS - This service includes our firm obtaining the record drawings for the project area.
- B. FIELD RECONNAISSANCE - This service includes our firm to provide field reconnaissance to determine any possible conflicts with preliminary plan alignments or structure locations.
- C. PATHWAY CONSULTANT COORDINATION - Provide information to the pathway consultant and coordinate as necessary.

### II. DESIGN SERVICES

#### A. SURVEYING

- Obtain topographic data from within the Williams Road right-of-way at 50-foot stations locating above ground improvements, drainage, driveways, roadway intersection and swales.
- Locate above ground utilities and underground utilities as marked by individual utility companies.
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- Data will be processed in the State Plane Coordinate System for integration into AutoCAD format.
- Provide additional survey services where necessary for easement acquisition.
- Easement acquisition services include generating up to 10 sketches and descriptions and attending 2 meetings.
- Provide Right-of-Way maps.

• SERVING THE STATE OF FLORIDA •

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10511 Six Mile Cypress Parkway • Fort Myers, Florida 33966  
Phone 239-939-5490 • [www.bankseng.com](http://www.bankseng.com) • Fax 239-939-2523  
Engineering License No. EB 6469 • Surveying License No. LB 6690

- B. THIRTY PERCENT PLANS (**LAYOUT ONLY**)
  - Prepare 30% plans based on the concept plans provided by the pathway consultants. These will include the proposed layout (to scale) overlaid on the survey data.

III. SUB-CONSULTANT SERVICES

- A. PATHWAY CONSULTANT - See attached proposal.

**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.	<u>PRELIMINARY DESIGN</u>		
	A.	Record Drawings	
	B.	Field Reconnaissance	
	C.	Pathway Consultant Coordination	
			Sub-Total \$ 6,800.00
II.	<u>DESIGN SERVICES</u>		
	A.	Surveying	
	B.	Thirty Percent Plans	
			Sub-Total \$ 45,000.00
III.	<u>MEETINGS</u>		Sub-Total \$ 5,000.00
IV.	<u>SUB-CONSULTANT SERVICES</u>		
	A.	Pathway Consultant	Sub-Total \$ 78,956.00
			<b>Grand Total \$135,756.00</b>

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

1. Permit Application Fees
2. Attorney's Fees
3. Utility Extensions
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7. Dewatering Permitting
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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.

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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 \_\_\_\_\_, 2020 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.
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  - 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.
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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.

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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.
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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.
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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.
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\_\_\_\_\_  
Client Initials

  
\_\_\_\_\_  
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)	\$ 0.575
Copies:	
Letter	\$ 0.15
Legal	\$ 0.25
Ledger	\$ 0.30
Digital Plan Copies (Black & White)	\$ 1.25
Digital Plan Copies (Color)	\$ 2.25
Mylar Copies	\$ 5.50