

**PROFESSIONAL SERVICE PROPOSAL
ESTERO BAY IMPROVEMENT ASSOCIATION
OCTOBER 8, 2020**



CLIENT

Estero Bay Improvement Association, Inc.
Attn. David Maiser, President
3435 10th St. North #201
Naples, FL 34103

PROJECT DESCRIPTION

EnSite, Inc. (Consultant) proposes to provide **Estero Bay Improvement Association, Inc.** (Client) professional services for **Phase 1 (permitting) of the master plan** (Project) located at 4400-4530 Bay Beach Lane, Fort Myers Beach. The project site is further identified as Lee County STRAP#03-47-24-W4-00014.10CE.

PROJECT ASSUMPTIONS

- It is the objective of the association to permit phase 1 of the master plan renovation project. This includes the vehicle area /parking, tennis courts and pickleball courts only;
- The subject property will require a South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) modification (permit 36-00611-S);
- The subject property will require a development order approval from Fort Myers Beach;
- The Client will pay all fees associated with permitting, including but not limited to application fees, impact fees (if any). These fees are not included in scope;
- As the project is an already improved parcel, it is assumed that an environmental assessment will not be required. In the event it is required, an addendum will be provided;
- Client to provide a title certification for the property if required by the Town of Fort Myers Beach;
- The Client recognizes that permitting processes are regulatory functions and as such, Consultant cannot guarantee approval or issuance of a permit;
- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted.

SCOPE OF SERVICES

Task 1.0 – Meetings, Site Visit and Coordination

This task is reserved for any requested meetings with Client and/or municipalities concerning the project including a pre-application meeting with the Town of Fort Myers Beach and the SFWMD. This includes a site visit to determine if existing trees or vegetation within the area of Phase 1 can be retained, etc. This task will be billed on an hourly time and materials basis as requested and needed only. A budget has been provided.

Task 2.0 – Site Specific and Topographic Survey

Due to the size of the property and focusing on Phase 1 area only, this task is to prepare a site-specific survey only for use in design permitting. Within the subject area, locate existing improvements including accessible utilities, improvements and adjacent right of ways for design development.

Task 3.0 – SFWMD ERP Modification Permitting

Prepare the necessary SFWMD permit modification for permit 36-00611-S. Assist the owner to prepare and submit the application package for the required Environmental Resource Permit (ERP). Prepare water management plans, storm water calculations for the additional impervious area and supporting documentation required to submit for an ERP construction permit.

Task 4.0 – Town of Fort Myers Beach Permitting

Provide the necessary permitting and drawings for Town of Fort Myers Beach Development Order permit approval of construction.

4.1 Base Plan Preparation

Prepare engineering design base per master plan prepared.

4.2 Final Engineering Plans

Prepare final engineering plans including grading designs, storm drainage, details, general notes, site data, and other technical information required for development approval.

4.3 Code Minimum Landscape Plans

Prepare code minimum landscape plans as required by the Town of Fort Myers Beach for the vehicle use area. This plan will include the necessary notes and details for Town review and approval.

4.4 Lighting Photometric Plan

As required by code, prepare the necessary site lighting photometric plan. This includes cut sheets for the proposed light poles and fixtures. This does not include electrical engineering.

4.5 Permitting Services

This task includes project permitting through the Town of Fort Myers Beach Development Order application process.

Task 5.0 – Services During Construction

5.1 Construction Observation

Minimal construction observation services necessary for engineer and landscape architect to certify the project complete to the Client and agencies involved in permitting proposed site improvements. Should the Client require a higher level of on-site observation, the fee will be renegotiated.

Attend one (1) pre-construction meeting and provide assistance during construction to resolve field conflicts, provide clarification on design issues and advise the site contractor where required. Review shop drawings for site related improvements for compliance with approved details and agency requirements.

Task does NOT include assistance with the bidding process. Task does NOT include attendance at regularly-scheduled construction meetings. Fee will be renegotiated if bidding assistance or attendance at these meetings is required.

5.2 Final Certification

Provide final site certification confirming construction was completed in compliance with the plans and specifications.

- Prepare as-built “record drawings” of all improvements based upon a compilation of contractor-submitted data and field measurements provided by a surveyor (as-built surveying work is NOT included in this proposal) that meet the certification package requirements of Town of Fort Myers Beach.
- Attend up to two (2) final walkthroughs, to prepare punch lists for contractor compliance and to verify punch list items have been completed and site is ready for final certification submittals for engineering and landscape architecture.
- Provide final certification documents to Town of Fort Myers Beach and SFWMD for engineering and Town of Fort Myers Beach for landscape architecture.

- Provide final certification package Town of Fort Myers Beach and SFWMD.

Task 6.0 – Reimbursable Expenses

Reimbursable expenses including but not limited to printing, reproductions, photo, courier/delivery, postage/shipping, document purchases, project related travel and other direct expenses. Number provided for budgetary purposes only.

FEES AND COMPENSATION

TASK	TASK DESCRIPTION	FEE	TYPE
1.0	Meetings and Coordination	\$1,000	TM
2.0	Site Specific and Topographic Survey	\$7,800	LS
3.0	SFWMD Permitting	\$11,000	LS
4.0	Town of Fort Myers Beach Permitting		
4.1	Base Plan Preparation	\$2,000	LS
4.2	Final Engineering Plans	\$10,000	LS
4.3	Code Minimum Landscape Plans	\$2,500	LS
4.4	Lighting Photometric Plan	\$2,800	LS
4.5	Permitting Services	\$1,800	LS
5.0	Services During Construction		
5.1	Construction Observation	\$3,000	TM
5.2	Final Certification	\$3,500	LS
6.0	Reimbursable Expenses	\$300	TM
	EnSite Total Fee	\$45,700	BUDGET

TM = Time & Materials, LS = Lump Sum Fee, NTE – Not to Exceed without prior authorization

Invoices are due and payable upon receipt. Invoices not paid within 30 days shall accrue interest at a rate of 1.5% per month from the invoice date until paid. If payment is not received within 45 days from date of invoice, work will stop until the total unpaid balance has been received. The project schedule and schedule of deliverables will be subject to the Client’s timely payment of fees. In the event it is necessary for ENSITE to employ an attorney to collect sums due under this Agreement, Client shall be responsible for all costs incurred, including Consultant’s reasonable attorney fees.

ADDITIONAL SERVICES AND EXTRA WORK

Services not specifically included in Scope of Services will be performed as additional services on an hourly basis, plus reimbursable expenses in accordance with the Rate Schedule enclosed with this Agreement. Services and fees provided in this Agreement are based upon governmental rules, regulations and policies in effect at the time of execution of this Agreement. Should changes take effect during the period services are being performed and result in additional ENSITE work requirements, this Agreement will be modified by approval of the parties. In addition, ENSITE will perform additional services beyond the work described within this Agreement as requested and authorized by the Client. When such work can be identified in advance, ENSITE will provide a reasonable estimate for such work and obtain written authorization.

RESPONSIBILITIES OF CLIENT

ENSITE’s performance under this Agreement is contingent upon the Client providing ENSITE with the following information:

1. All documents, information relating to special or extraordinary considerations, existing permits, maps, deeds, easements, abstracts, surveys, topography or other information in the Client’s possession relating to the project.

2. In writing, Client's criteria, design, construction and other requirements for the project.
3. Guarantee of access to, and make provisions for, ENSITE and subconsultants to enter the public and private lands as required to perform their work under this Agreement.
4. Client shall pay all project related fees.

PROVISIONS AND CONDITIONS

1. This proposal is effective for a period of 45 days from the date shown. If not accepted in writing within this period, ENSITE reserves the right to modify any portion thereof or withdraw the proposal in its entirety.
2. This Agreement may be terminated with or without cause by either party upon seven days written notice. In the event of termination, Client shall be bound to pay ENSITE for all services rendered to the effective date of termination, all reimbursable expenses and collection and/or legal fees. Neither ENSITE nor its sub-consultants shall be jointly, severally or individually liable to the Client more than the greater of \$10,000, or the compensation to be paid pursuant to this Agreement.
3. All findings, analysis and recommendations made by ENSITE will be based on facts actually discovered. ENSITE does not guarantee that it will or can discover all facts and circumstances which are applicable to the property or the potential use, development, or disposition thereof. The parties further acknowledge that through the passage of time changing governmental policies, procedures and regulations concerning the development can affect the ultimate and permissible uses and development of the property and no party can assure the outcome of governmental decisions or the cost of obtaining approvals or of developing the property.
4. ENSITE and the Client agree that if a dispute arises out of or relates to this contract, the parties will attempt to settle the dispute through good faith negotiations. If direct negotiations do not resolve the dispute, the parties agree to endeavor to settle the dispute by mediation prior to the initiation of any legal action, unless delay in initiating legal action would irrevocably prejudice one of the parties.
5. ENSITE does not guarantee the performance of any construction contracts by Contractors, nor assume responsibility for Contractor's failure to furnish and perform work in accordance with the plans and specifications prepared by ENSITE. ENSITE shall not be responsible for the means, methods, or procedures of construction chosen by the Contractor for safety precautions, or for any failure by the Contractor to furnish and perform their work.

If this Agreement is acceptable, please sign and return one copy (via email or mail), which will serve as our authorization to proceed. By signing below, the undersigned hereby represents and warrants that they have full authority to contract on the Client's behalf for the fees and services proposed herein.

Sincerely,

ENSITE, INC.



Brian R. Smith

10/8/2020

Date

Esteros Bay Improvement Association, Inc.

Client Name

Date

**EnSite, Inc. - Hourly Rate Schedule
Effective January 1, 2020**



Title	Rate
Expert Testimony	\$200 per hour
Senior Engineer	\$145 per hour
Principal Planner	\$135 per hour
Urban Designer	\$135 per hour
Landscape Architect	\$135 per hour
Senior Planner	\$125 per hour
Engineer Intern	\$115 per hour
Senior Project Manager	\$110 per hour
Junior Engineer	\$105 per hour
Lead Designer	\$100 per hour
Auto-CAD Technician III	\$95 per hour
Junior Landscape Designer	\$85 per hour
Auto-CAD Technician II	\$80 per hour
Auto-CAD Technician I	\$65 per hour
Permit Coordinator	\$60 per hour
Administrative Assistant	\$50 per hour