

PENINSULA ENGINEERING SERVICES - FEE TABLE			
TASK	SCOPE OF SERVICE	FEE TYPE	FEE AMOUNT
1	General Consulting/Meetings/Site Evaluation	TM ⁽¹⁾	\$8,500
2	Site Maintenance Improvement Plan	FIXED	\$9,500
3	Survey – Site Specific	FIXED	\$4,000
4	Direct Expenses	TM ⁽¹⁾	As Needed
	Sub-Totals:		FIXED: \$13,500 TM: \$8,500
	Total:		\$22,000

FEE TABLE NOTES:

- 1) Tasks with a “TM” (Time & Materials) fee type are of an undefined nature, to provide services on as-requested or as-needed basis. Therefore, we are unable to calculate a fixed fee. The fee amount provided is an initial budget, or allowance. Should PE be requested to provide services beyond the initial fee amount, additional fees will be required. The TM task is not to exceed (NTE) without client authorization.

GENERAL NOTES:

- 1) Major revisions, as directed by the client, after substantial completion of the construction plans will be considered as an additional service. PE will notify the client immediately if this becomes an issue.
- 2) This proposal does not include full engineering services related to permitting. It is assumed that all work will be completed as site improvements or general maintenance.
- 3) Client is responsible for all landscaping design / replacement (assuming all building foundation plantings need to be removed for storm water improvements immediately adjacent to Building C3).

PROFESSIONAL SERVICES NOT INCLUDED:

- 1) Geotechnical Engineering or Hydrogeology
- 2) Zoning / Entitlement Services
- 3) Land Use Attorney and/or other Legal services
- 4) Architectural Services or Building Design
- 5) Structural Engineering
- 6) MEP Engineering
- 7) Site Lighting
- 8) Site Civil Engineering (Permitting); maintenance only plans
- 9) Landscape Architecture/Irrigation System Design
- 10) Environmental Services
- 11) Site Planning

EXHIBIT A – SCOPE OF SERVICES

1. General Consulting/Meetings/Site Evaluation

- a) Provide any general consulting as requested by the Client.
- b) Attend meetings/production meetings with Client, and project team, as necessary/requested by the Client to discuss maintenance improvements for the storm water around building C3 (Site).
- c) Site evaluations during rainy season.
- d) Recommendations for construction / contractor review when Task 2 is completed.
- e) Overall evaluations of contractor bids / coordination with Client.

2. Site Maintenance Plans

- a) Review the site's existing conditions, zoning district, overlay(s) and future land use for development parameters and constraints to determine potential land uses for the site.
- b) Review current dimensional standards, required by the Collier County Land Development Code.
- c) Preliminary engineering review, including preliminary stormwater management requirements / conceptual layouts of infrastructure. The review will be conducted through the upcoming rainy season.
- d) Preparation of maintenance plans to assist with storm water improvements around Building C3, based on findings and direction from Client / site review through rainy season.

3. Survey – Site Specific

- a) Site specific survey / data collection of existing site area (Building C3), existing storm structures (yard drains, and paver parking lot immediately adjacent to Building C3, topography).

4. Direct Expenses

- a) Direct expenses as defined in Item 6 of the STANDARD BUSINESS TERMS AND CONDITIONS (EXHIBIT B) shall be considered a reimbursable to PE. PE will have a transportation consulting assist with preliminary site review and pre-application meetings.

EXHIBIT B STANDARD BUSINESS TERMS AND CONDITIONS

1. **Authorization to Proceed:** Execution of this AGREEMENT by Client will be authorization for PENINSULA IMPROVEMENT CORPORATION d/b/a PENINSULA ENGINEERING ("PE") to proceed with the services, unless otherwise provided in this AGREEMENT.
 2. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by PE under this AGREEMENT will be with the care and skill ordinarily employed by professional engineers or consultants practicing under similar conditions at the same time and the same locality.
 3. **Salary Costs:** PE's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid PE employees for work directly performed on the PROJECT plus a percentage applied to all such wages or salaries to cover payroll-related taxes, payments, premiums, and benefits.
 4. **Billing Rates:** PE's Billing Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the PROJECT by PE employees of the indicated classifications. PE reserves the right to periodically adjust, at its sole discretion, billing rates (Rate Schedule), individual employee classifications, and rate codes, during the duration of the Agreement, as represented in Exhibit C – Rate Schedule.
 5. **Affiliated Companies:** Work performed under this AGREEMENT may be performed using labor from affiliated companies of PE. Such labor will be billed to CLIENT under the same billing terms applicable to PE employees.
 6. **Subcontracts and Direct Expenses:** When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services, and a markup of 10 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals, lodging, mail, shipping, equipment, and supplies; (2) PE's current standard rate charges for direct use of PE's vehicles, printing and reproduction services, and certain field equipment; and (3) PE's standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services. All sales, use, gross receipts, or similar taxes will be added to PE's compensation when invoicing the CLIENT.
 7. **Information from CLIENT:** CLIENT shall provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for PE to complete the Scope as described herein.
 8. **Permit and Application Fees:** CLIENT shall pay all project related fees including, but not limited to: plan review, inspection, platting, permits, DRI, and impact fees.
 9. **Termination:** This AGREEMENT and obligation to provide further service may be terminated by either party upon 30 days written notice, or if in the event of substantial failure by either party to perform to the terms hereof through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.
 10. **Billings and Payment:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CLIENT and PE shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Direct Expenses based on the Rate Schedule in effect at the time services are rendered. The continuous progress of PE's service requires prompt payment. Payment is due within thirty days of the invoice date. Past due amounts may include an interest charge of 1.5% per month; and, in addition, PE may, after 7 days written notice to CLIENT, suspend services under this AGREEMENT until PE has been paid in full for all amounts due for services and expenses. PE is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this AGREEMENT by a court action or settlement without court action.
 11. **Limitation of Liability:** CLIENT releases PE from any liability and agrees to defend, indemnify and hold PE harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential, including but not limited to attorney's fees and charges and court and arbitration costs arising out of, or claimed to arise out of, the performance of the services, except liability arising from the sole negligence of PE. PE's liability for CLIENT's claims shall be limited to the lesser of fees paid to PE or \$100,000. PE's liability with respect to any claims arising out of this AGREEMENT shall be limited to direct damages arising out of the services, and PE shall not be liable for any consequential loss, injury, or damage incurred by the CLIENT.

This limitation of liability will apply whether PE's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include PE's officers, affiliated corporations, employees, and subcontractors.
- PURSUANT TO SECTION 558.0035,
FLORIDA STATUTES, AN INDIVIDUAL
EMPLOYEE OR AGENT OF PE MAY NOT
BE HELD INDIVIDUALLY LIABLE FOR
NEGLIGENCE.**
- This Term and Condition takes precedence over any conflicting Term and Condition of this AGREEMENT or any document incorporated, or referenced by it.
12. **Severability and Survival:** If any term and condition contained in this AGREEMENT are held illegal, invalid, or unenforceable, the other terms and conditions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
 13. **No Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and PE and has no third party beneficiaries except as provided in paragraph 12.
 14. **Assignments:** Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
 15. **Hazardous Materials:** Services related to asbestos, hazardous or toxic materials are excluded. CLIENT shall provide a site that complies with applicable laws and regulations. PE may, at its option and without liability for consequential or other damages, suspend services until CLIENT retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.
 16. **Force Majeure:** If performance of services under this AGREEMENT is affected by causes beyond PE's reasonable control, project schedule and compensation shall be equitably adjusted.
 17. **Mediation:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the PE agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless parties mutually agree otherwise.
 18. **Changes:** CLIENT may make or approve changes within the general Scope of this AGREEMENT. If such changes affect PE's cost or time required for performance of the services, an equitable adjustment will be made through a written amendment to this AGREEMENT.

EXHIBIT "C"

PENINSULA ENGINEERING

BILLING RATE SCHEDULE

(Updated 1/01/2023)

CLASSIFICATION	RATE	CLASSIFICATION	RATE
<u>ENGINEERING</u>		<u>SURVEY</u>	
PRINCIPAL	\$275	SURVEY MANAGER	\$200
SR. PROJECT MANAGER III	\$220	SR. SURVEY TECHNICIAN	\$150
SR. PROJECT MANAGER II	\$210	SURVEY TECHNICIAN II	\$125
SR. PROJECT MANAGER I	\$185	SURVEY TECHNICIAN I	\$100
PROJECT MANAGER IV	\$175	3-PERSON CREW	\$210
PROJECT MANAGER III	\$165	2-PERSON CREW	\$165
PROJECT MANAGER II	\$155	1-PERSON CREW	\$125
PROJECT MANAGER I	\$145		
PROJECT ENGINEER IV	\$140	<u>PLANNING & ZONING</u>	
PROJECT ENGINEER III	\$135		
PROJECT ENGINEER II	\$125	PLANNING MANAGER	\$165
PROJECT ENGINEER I	\$115		
SR. DESIGNER	\$150	<u>ENVIRONMENTAL</u>	
SR. CAD TECHNICIAN II	\$135		
SR. CAD TECHNICIAN I	\$125	ECOLOGIST	\$135
CAD TECHNICIAN II	\$115		
CAD TECHNICIAN I	\$95	<u>ADMINISTRATIVE</u>	
PERMIT COORDINATOR	\$95		
SR. ENGINEERING INSPECTOR	\$115	ADMIN II	\$80
ENGINEERING INSPECTOR	\$90	ADMIN I	\$70
<u>LANDSCAPE ARCHITECTURE</u>		<u>OTHER EXPENSES</u>	
SR. LANDSCAPE ARCHITECT	\$175	SUB-CONSULTANTS	COST + 10%
LANDSCAPE ARCHITECT II	\$135	DIRECT EXPENSES	COST + 10%
LANDSCAPE ARCHITECT I	\$105		