

July 10, 2024

Town of Juno Beach
340 Ocean Drive
Juno Beach, Florida 33408

Attention: Ms. Andrea Dobbins

Reference: Dune Walkover Access at Donald Ross Road
Town of Juno Beach, Florida

Dear Ms. Dobbins:

We are pleased to submit the following proposal for professional services in connection with a proposed dune walkover and drainage improvements for the above referenced project in the Town of Juno Beach, Florida. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Town of Juno Beach, hereinafter referred to as the Client of the scope outlined below for the fees stipulated herein.

Scope of Services

The Consultant will perform the following:

1. Coordinate with Town of Juno Beach and project team to obtain all existing Surveys and other available data. Review existing documents.
2. Coordinate with Town's Surveyor to provide scope of work for additional Survey requirements necessary for civil engineering design of proposed drainage improvements/modifications.
3. Attend one (1) field design meeting with the Town's Project Manager, Coastal engineer, Department of Environmental Protection and others to confirm proposed project scope and possible drainage solutions for existing flows from Donald Ross Road.

_____ Int.

Scope of Services (Continued)

4. Upon receipt of overall updated Survey from Town's Surveyor, prepare Construction Drawings in a coordinated effort with Coastal Engineer for drainage modifications which may include inlets, trench drains, exfiltration trench and/or beds, berms, bubble up structures, removal and replacement of existing sidewalk in the Donald Ross Road right-of-way, and installation of a catch basin in the Donald Ross Road right-of-way. Submit to the Town of Juno Beach for plan approval.
5. Provide plans to Town of Juno Beach for review and approval. Submit plans to Palm Beach County Engineering for permit for construction within the Donald Ross Road right-of-way (Town of Juno Beach as applicant). Coordinate the review process.
6. Based on final approved Construction Drawings, finalize the Preliminary Engineer's Cost Estimate of planned improvements and prepare Schedule of Bid Items for the Town of Juno Beach bidding process.

NOTE: Items 4 through 6 do not include the preparation of separate Specification Documents. The specifications necessary to construct the project will be included in or referenced by the Construction Plans.

7. Provide assistance to Town project manager with the bidding process. Respond to Requests for Information (RFI's) during bidding process.
8. Provide services during construction necessary to certify the project upon completion and as requested by the Town.
9. Revisions to the above based on Site Plan changes or modifications to the Scope of Services or items beyond the control of the Consultant.
10. Additional services requested by the Client and agreed to by the Consultant such as but not limited to attendance of meetings with members of the public, Town Council or other stakeholders.



Items to be Furnished by the Client
at No Expense to the Consultant

Assist the Consultant by placing at his disposal all available pertinent information relative to the project.

Furnish at no cost to the Consultant:

1. All permit application and governmental fees and any required bonds/surety.
2. Coastal Engineering Plans.
3. Soil borings and analysis.
4. Construction testing.
5. All surveying including, but not limited to, property, boundary (tied to State Plane Coordinates), easement, right of way, topographic, permanent reference monuments, permanent control points, utility surveys, property descriptions and construction staking, As-built surveys of constructed improvements, and existing utility locations on and adjacent to the property including but not limited to FP&L, AT&T, Cable T.V. & Gas. It is highly recommended that the Client's Surveyor contact "No Cuts" prior to performing survey so that all existing franchise utilities can be shown on the survey to avoid field conflicts during construction.
6. Cost estimates for the proposed infrastructure to be provided by Client's Contractor and provided to Consultant as soon as available.
7. "Soft dig" report showing horizontal and vertical location of existing utilities determined to be potential conflict with proposed improvements where no reliable record data is available. The Client's Surveyor shall plot this information on the design survey and provide to Consultant in .dwg format.

In addition to the above, other special data, all of which the Consultant will rely upon in performing services.

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Engineer without independent verification of the same.



Time of Performance

The Scope of Services will be completed within a time frame to be mutually agreed upon except for delays beyond the control of the Consultant.

Fees to be Paid

The Consultant shall be paid the following lump sum fees and hourly fee estimates for the Items in the Scope of Services:

Items 1-6 – Construction Plan Preparation	=	\$17,500.00
Items 7 & 8 – Assistance w/Bidding and Services During Construction	=	\$ 5,000.00 (hourly budget)

For Items 7 through 10, the Consultant shall be paid an hourly rate of \$160 for Principal, \$160 for Traffic Principal, \$140 for Senior Engineer, \$115 for Engineer, \$100 for Senior Technician, \$80 for Technician, \$55 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at IRS mileage rate, printing, postage, courier (flat fee of \$25.00 for distances less than 100 miles) and reproduction.

We estimate the cost of Items 7 and 8 to be \$5,000.00. It should be emphasized that this estimate is for budget purposes only and should not be considered a guaranteed amount. The above fees are subject to increase one year from the date of this proposal.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant's normal hourly billing rates, of the time devoted to such proceeding by its employees.



Fees to be Paid (Continued)

Pursuant to Section 558.0035 of Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence.

Construction Phase Services

Services during construction will endeavor to provide protection for the Client against defects and deficiencies in the work of the Contractor. However, the furnishing of services during construction does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety.

Estimates and Bidding

Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

Client (or their representatives) shall notify Consultant if there is an intent to utilize the plans for bidding purposes prior to all agency permits and approvals being issued. Upon receipt of notice, the Consultant will label the set as "Bid Set" and document revisions from that point forward. Client acknowledges that bidding the project in advance of all approvals being issued may lead to change orders and increases in perceived project costs based on revisions made as a result of permitting reviews and/or Quality Control Reviews performed by the Consultant prior to construction commencement.



Termination

This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal, along with Item 1 under “Items to be Furnished by the Client,” returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. (By their signature, the Client certifies that they have sufficient funds reserved to pay for these professional services.) Should this proposal not be accepted within a period of 60 days from the above date, it shall become null and void.

Very truly yours,

SIMMONS & WHITE, INC.



Robert F. Rennebaum, P.E.
Vice President

Accepted by:

Town of Juno Beach

Signature: _____

Title: _____

Date: _____

