

April 1, 2024

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

Attention: Mr. Steve Hallock

Reference: Atlantic Boulevard Roadway Improvements  
Town of Juno Beach, Florida

Dear Mr. Hallock:

We are pleased to submit the following proposal for professional services in connection with roadway, drainage and pedestrian access improvements along Atlantic Avenue 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 staff regarding project design, scope and goals. Meet with Town staff and residents regarding project scope as requested.
2. Coordinate with Town staff to obtain topographic survey along Atlantic Boulevard and percolation test for exfiltration trench/retention area design. Prepare preliminary stormwater management calculations to determine volume of stormwater that may be treated with new exfiltration trench (versus removal of existing swale and installation of sidewalks). Coordinate with the Town staff regarding findings.

\_\_\_\_\_ Int.

Scope of Services (Continued)

NOTE: The results of these preliminary water management calculations (based on proposed land use, existing topography, and a geotechnical report to be provided by Client) will determine the scope of work and the need for additional dedicated water management areas (i.e. dry detention and/or additional exfiltration trench). The budget provided for this Item assumes calculations will be performed for one development scenario (not multiple iterations). If iterations are required to establish an approvable plan of development, this budget may be exceeded. The calculations included in this Item are to address the minimum criteria per current codes to improve the existing condition. If the Client wishes to achieve a higher level of service with regard to drainage, Client shall notify Consultant prior to commencement of the calculations. No groundwater modeling is included in this Item.

3. Based on the direction from Client, prepare Paving, Drainage and Striping Plans, Final Stormwater Management Calculations and Stormwater Pollution Prevention Basemap.
4. Prepare permit application packages and submit to the following agencies:
  - Palm Beach County Permits Section – Roadway Permit
  - Town of Juno Beach – Plan Approval

NOTE: Items 3 and 4 assumes that required storm water retention can be obtained in underground exfiltration trench, that the project will qualify for a South Florida Water Management District No-Notice Dewatering Permit and that an existing water source will be utilized for irrigation (no proposed wells). If exfiltration trench is not acceptable due to soil conditions or governing agency requirements, the Client acknowledges the possibility that the Scope of Work may have to be revised to provide open retention areas. Client or Contractor shall be responsible for all NPDES activities including preparation and maintenance of final NPDES Stormwater Pollution Prevention Plan, filing of required documents (i.e., NOI, NOT and Inspection Reports, etc.) and maintenance of site pollution prevention measures.

5. Geotechnical Engineering to be provided by Intertek. See attached subconsultant scope of work and proposal.



Scope of Services (Continued)

6. Surveying for use in design (not as-builts or construction layout) to be provided by Geopoint Surveying, Inc. See attached subconsultant scope of work and proposal.
7. Provide services during construction as required to certify the completed project to the governing agencies, in general accordance with Attachment “A”.

NOTE: This Item includes only the Scope outlined in Attachment “A”. Additional meetings, failed inspections, requests for additional services, etc., are not included and may cause the provided budget to be exceeded.

8. Revisions to the above based on Site Plan changes or items beyond the control of the Consultant.
9. Additional services requested by the Client and agreed to by the Consultant such as, but not limited to, preparation of preliminary cost estimates and assistance with bidding, if requested.

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.
2. Construction testing.
3. 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.



Items to be Furnished by the Client  
at No Expense to the Consultant (Continued)

4. Cost estimates for the proposed infrastructure to be provided by Client's Contractor and provided to Consultant as soon as available.
5. Any groundwater modeling and/or analysis required for water use and/or de-watering permitting with South Florida Water Management District.
6. Details regarding required conduit locations for irrigation and utilities, etc. (if any).

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:

<b>Item 1 – Design Coordination</b>	<b>=</b>	<b>\$ 5,500.00 (hourly budget)</b>
<b>Item 2 – Preliminary Water Management Calculations</b>	<b>=</b>	<b>\$ 5,000.00</b>
<b>Items 3 &amp; 4 – Paving, Drainage and Striping Plans</b>	<b>=</b>	<b>\$17,500.00</b>
<b>Item 5 – Geotechnical Engineering</b>	<b>=</b>	<b>\$ 2,445.00 (see attached)</b>
<b>Item 6 – Surveying</b>	<b>=</b>	<b>\$ 5,800.00 (see attached)</b>
<b>Item 7 – Services During Construction</b>	<b>=</b>	<b>\$10,000.00 (hourly budget)</b>



Fees to be Paid (Continued)

For Items 1, 7, 8 and 9, the Consultant shall be paid an hourly rate of \$160 for 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 Item 1 to be \$5,500.00 and Item 7 to be \$10,000.00.** It should be emphasized that these estimates are for budget purposes only and should not be considered guaranteed amounts. 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.

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.

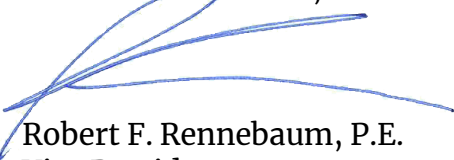


Acceptance

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: \_\_\_\_\_

Please fill in the following information or attach a business card of the billing contact.

Accounts Payable/Billing Contact Name: \_\_\_\_\_

Accounts Payable/Billing Telephone: (\_\_\_\_) \_\_\_\_\_

Accounts Payable/Billing E-Mail Address: \_\_\_\_\_

Billing Reference No. \_\_\_\_\_



## ATTACHMENT "A"

### DESCRIPTION OF SERVICES DURING CONSTRUCTION

1. Review shop drawings.
2. Coordinate, prepare and submit pre-construction meeting submittals to applicable governing agencies and attend pre-construction meeting.
3. Observe storm sewer construction, including tie-ins to existing facilities.
4. Observe on-site road subgrade construction.
5. Observe on-site road base construction.
6. Observe sidewalk/curbing/handicap construction.
7. Conduct pre-agency final observation and develop punchlist based on agency requirements.

NOTE: The development of a pre-agency final punchlist is intended to address any known deficiencies prior to agency final but cannot be relied upon as a "complete" list.

8. Conduct semi-final and final inspection with Florida Department of Transportation.
9. Conduct semi-final and final inspection with Town of Juno Beach.
10. Provide additional construction observation: Consultant will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality of the work. Consultant's efforts will be directed toward providing for Client a greater degree of confidence that the completed work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Consultant will keep Client informed of the progress of the work and will endeavor to guard Client against defects and deficiencies in the work. The furnishing of construction observation services does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety. Consultant will have authority to disapprove or reject work which is defective.





ATTACHMENT "A"  
PAGE TWO

11. Project Certifications: Upon the Contractor's completion of the required site improvements, Client's registered land surveyor will prepare record drawings. Upon approval of the construction, Engineer will review and submit record drawings together with letters of certification to the applicable governing agencies.
12. Review job progress with Client.
13. Review Construction Pay Estimates.
14. Respond to RFI's submitted by Contractor.

NOTE: The budget provided assumes that the contractor may have a reasonable number of questions that need to be addressed through an RFI process. If the contractor utilizes project management software (e.g. Procore) that results in excessive project documentation requirements by the Consultant, the budget may be exceeded.

15. At the Client's request, investigate matters which may arise during construction and provide recommendations, observations and other services as required. Additional construction related services that the Consultant is requested to perform that are outside of the scope of work outlined in this attachment may exceed the estimated hourly budget amount provided. Consultant assumes that Client's request to perform work outside of the scope outlined in this attachment authorizes Consultant to perform the requested task(s) and Client shall provide due compensation in accordance with the terms of this contract, should the requested services exceed the estimated hourly budget provided.



March 26, 2024

**Simmons & White**

2581 Metrocentre Blvd West, Ste 3  
West Palm Beach, FL 33407

Attn: Mr. Paul A. Buri, P.E.– Sr. Project Manager  
Buri@simmonsandwhite.com  
(561) 762-0561

Re: Proposal for Percolation Testing Services  
**North Side of Atlantic Blvd Percolation Testing**  
**Atlantic Blvd and Florida State Road A1A**  
**Juno Beach, Florida**  
PSI Proposal No. 0225-421944

Dear Mr. Buri:

**Professional Service Industries, Inc. (PSI), an Intertek company**, is pleased to submit this proposal to conduct one South Florida Water Management (SFWMD) soil percolation test, as requested, at the North Side of Atlantic Blvd Percolation Testing project, which is located at Atlantic Blvd and Florida State Road A1A in Juno Beach, Florida.

**Drilling and Schedule.** Based on the site accessibility, drilling and testing can commence within approximately **one week** after receipt of authorization to proceed, weather permitting. The final data letter will be provided within **one to two weeks** of written authorization. Delays sometime occur due to adverse weather, utility clearance requirements, site clearing requirements for drill rig access, obtaining drilling permits, obtaining *Right of Entries* and other factors outside of PSI's control. In this event, PSI will communicate the nature of the delay and provide a revised schedule as soon as possible.

**Results Data Letter.** The result of the percolation test will be presented in a written geotechnical data letter and will include the Hydraulic Conductivity Rate (K) obtained at the testing location. A pdf version of the geotechnical data letter will be prepared and submitted by email to **Simmons & White**. If requested by Simmons & White, additional hard copies can be provided. The geotechnical data letter will be reviewed, signed, and sealed by a registered Professional Engineer in the State of Florida.

**Fees.** PSI proposes that the fee for performance of the scope of services be charged on a lump sum basis. Based on the scope of services provided in this proposal, the lump sum total fee will be **\$2,445.00**. The estimated fee is based on the boring location being accessible to truck mounted drilling equipment and **Simmons & White** obtaining and providing permission for PSI to enter and access the site.

It should be noted that fees associated with locating private underground utilities if any, reviewing construction drawings, executing traffic control services, preparing construction specifications, attending special conferences, providing environmental consulting, and any other service requested after submittal of the percolation results data letter is not included in the proposed fee. PSI will proceed with the service



based on a written authorization. The service will be performed pursuant to the attached General Conditions, enclosed and incorporated into this proposal.

**Authorization.** Please sign the authorization sheet and return one copy of this proposal. When returning the proposal, please also complete the attached Project Data Sheet, and provide a scaled-current site plan so that PSI may best serve the project. By executing this authorization, permission is being provided for PSI to access the project site.

We at PSI appreciate the opportunity to offer professional services for this project and look forward to being part of the design team. If there are any questions, please feel free to contact us at your convenience.

Respectfully submitted,

**PROFESSIONAL SERVICE INDUSTRIES, INC.**



Lucrèce E. Regisme  
Staff Engineer – Geotechnical Services  
lucrece.regisme@intertek.com



Jose N. Gómez, PE, BC.GE  
Chief Engineer – Geotechnical Services  
jose.n.gomez@intertek.com

Attachments: Proposal Authorization and Payment Instructions  
Project Data Sheet  
General Conditions

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### Proposal Authorization & Payment Instructions

#### Authorization

To execute this proposal, please sign and complete the authorization information below, along with applicable payment instructions, and return one copy of the authorized proposal to the PSI office.

\_\_\_\_\_  
Authorized By (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchase Order No. / Project Tracking No. (if applicable)

#### Payment Instructions

If invoice payment is to be made by a party other than the authorizing party above, please provide the following information for whom the invoices are to be billed:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Payment Party

If invoices are to be approved other than by the payment party above, please provide the following information for whom the invoices are to be mailed for approval:

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Attention

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Authorizing Party's Relationship to Invoice Approval Party



### Project Data Sheet

Please complete the following Project Data Sheet so that PSI may best serve your project.

Project Name		
Architect	Project Manager	Phone Number
Structural Engineer	Project Manager	Phone Number
Civil Engineer	Project Manager	Phone Number
Construction Type	Plan Area	Number of Floors
Interior Column Spacing	Exterior Column Spacing	
Exterior Column Load	Live	Dead
Interior Column Load	Live	Dead
Floor Slab Load	Slab-on-Grade	Basement/Depth
Will Elevation of site be raised by filling	How much?	
Septic Tank	Storm Water Drainage	
Pavement Type	Traffic Load	Traffic Type
Other pertinent Information/Subsurface Information		



## GENERAL CONDITIONS - FLORIDA

1. **PARTIES AND SCOPE OF WORK:** Professional Service Industries Inc. ("PSI") shall include said company or its particular division, subsidiary or affiliate performing the work. "Work" means the specific service to be performed by PSI as set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by PSI. If Client is ordering the work on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of PSI's work. PSI shall have no duty or obligation to any third party greater than that set forth in PSI's proposal, Client's acceptance thereof and these General Conditions. The ordering of work from PSI, or the reliance on any of PSI's work, shall constitute acceptance of the terms of PSI's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **TESTS AND INSPECTIONS:** Client shall cause all tests and inspections of the site, materials and work performed by PSI or others to be timely and properly performed in accordance with the plans, specifications and contract documents and PSI's recommendations. No claims for loss, damage or injury shall be brought against PSI by Client or any third party unless all tests and inspections have been so performed and unless PSI's recommendations have been followed. Client agrees to indemnify, defend and hold PSI, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or PSI's recommendations are not so followed.
3. **PREVAILING WAGES:** This proposal specifically excludes compliance with any project labor agreement, labor agreement, or other union or apprenticeship requirements. In addition, unless explicitly agreed to in the body of this proposal, this proposal specifically excludes compliance with any state or federal prevailing wage law or associated requirements, including the Davis Bacon Act. It is agreed that no applicable prevailing wage classification or wage rate has been provided to PSI, and that all wages and cost estimates contained herein are based solely upon standard, non-prevailing wage rates. Should it later be determined by the Owner or any applicable agency that in fact prevailing wage applies, then it is agreed that the contract value of this agreement shall be equitably adjusted to account for such changed circumstance. Client will reimburse, defend, indemnify and hold harmless PSI from and against any liability resulting from a subsequent determination that prevailing wage regulations cover the Project, including all costs, fines and attorney's fees.
4. **SCHEDULING OF WORK:** The services set forth in PSI's proposal and Client's acceptance will be accomplished by PSI personnel at the prices quoted. If PSI is required to delay commencement of the work or if, upon embarking upon its work, PSI is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of PSI, additional charges will be applicable and payable by Client.
5. **ACCESS TO SITE:** Client will arrange and provide such access to the site and work as is necessary for PSI to perform the work. PSI shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment.
6. **CLIENT'S DUTY TO NOTIFY ENGINEER:** Client warrants that it has advised PSI of any known or suspected hazardous materials, utility lines and pollutants at any site at which PSI is to do work, and unless PSI has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save PSI harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to PSI's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to PSI by Client.
7. **RESPONSIBILITY:** PSI's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. PSI shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. PSI's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Client agrees that it shall require subrogation to be waived against PSI and for PSI to be added as an Additional Insured on all policies of insurance, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. PSI has no right or duty to stop the contractor's work.
8. **SAMPLE DISPOSAL:** Test specimens will be disposed immediately upon completion of the test. All drilling samples will be disposed sixty (60) days after submission of PSI's report.
9. **PAYMENT:** The quantities and fees provided in this proposal are PSI's estimate based on information provided by Client and PSI's experience on similar projects. The actual total amount due to PSI shall be based on the actual final quantities provided by PSI at the unit rates provided herein. Where Client directs or requests additional work beyond the contract price it will be deemed a change order and PSI will be paid according to the fee schedule. Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay PSI's cost of collection of all amounts due and unpaid after thirty (30) days, including court costs and reasonable attorney's fees. PSI shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, any provision wherein PSI waives any rights to a mechanics' lien, or any provision conditioning PSI's right to receive payment for its work upon payment to Client by any third party. These General Conditions are notice, where required, that PSI shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of PSI from any and all claims which Client may have, whether in tort, contract or otherwise, and whether known or unknown at the time.

## GENERAL CONDITIONS - FLORIDA

### 10. ALLOCATION OF RISK, LIMITATION OF LIABILITY, AND RELEASE OF INDIVIDUAL EMPLOYEES AND AGENTS: PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PSI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

SHOULD PSI OR ANY OF ITS EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON PSI'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF PSI, ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$25,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO PSI FOR ITS WORK PERFORMED ON THE PROJECT, WHICHEVER AMOUNT IS GREATER. IN THE EVENT CLIENT IS UNWILLING OR UNABLE TO LIMIT PSI'S LIABILITY IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS PARAGRAPH, CLIENT MAY, UPON WRITTEN REQUEST OF CLIENT RECEIVED WITHIN FIVE DAYS OF CLIENT'S ACCEPTANCE HEREOF, INCREASE THE LIMIT OF PSI'S LIABILITY TO \$250,000.00 OR THE AMOUNT OF PSI'S FEE PAID TO PSI FOR ITS WORK ON THE PROJECT, WHICHEVER IS THE GREATER, BY AGREEING TO PAY PSI A SUM EQUIVALENT TO AN ADDITIONAL AMOUNT OF 5% OF THE TOTAL FEE TO BE CHARGED FOR PSI'S SERVICES. THIS CHARGE IS NOT TO BE CONSTRUED AS BEING A CHARGE FOR INSURANCE OF ANY TYPE, BUT IS INCREASED CONSIDERATION FOR THE GREATER LIABILITY INVOLVED. IN ANY EVENT, ATTORNEY'S FEES EXPENDED BY PSI IN CONNECTION WITH ANY CLAIM SHALL REDUCE THE AMOUNT AVAILABLE, AND ONLY ONE SUCH AMOUNT WILL APPLY TO ANY PROJECT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND BREACH OF STATUTORY DUTY) OR OTHERWISE FOR LOSS OF PROFIT (WHETHER DIRECT OR INDIRECT) OR FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, REVENUE, BUSINESS, OR ANTICIPATED SAVINGS (EVEN WHEN ADVISED OF THEIR POSSIBILITY).

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST PSI ARISING FROM OR RELATED TO PSI'S WORK, MORE THAN TWO YEARS AFTER THE CESSATION OF PSI'S WORK HEREUNDER, REGARDLESS OF THE DATE OF DISCOVERY OF SUCH CLAIM.

11. **INDEMNITY:** Subject to the above limitations, PSI agrees not to defend but to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs to the extent arising out of PSI's negligence as finally determined by a court of law. Client shall provide the same protection to the extent of its negligence. In the event that Client or Client's principal shall bring any suit, cause of action, claim or counterclaim against PSI, the Client and the party initiating such action shall pay to PSI the costs and expenses incurred by PSI to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that PSI shall prevail in such suit.
12. **TERMINATION:** This Agreement may be terminated by either party upon seven days' prior written notice. In the event of termination, PSI shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.
13. **EMPLOYEES/WITNESS FEES:** PSI's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay PSI's legal expenses, administrative costs and fees pursuant to PSI's then current fee schedule for PSI to respond to any subpoena. For a period of one year after the completion of any work performed under this agreement, Client agrees not to solicit, recruit, or hire any PSI employee or person who has been employed by PSI within the previous twelve months. In the event Client desires to hire such an individual, Client agrees that it shall seek the written consent of PSI, and shall pay PSI an amount equal to one-half of the employee's annualized salary, without PSI waiving other remedies it may have.
14. **FIDUCIARY:** PSI is not a financial advisor, does not provide financial advice or analysis of any kind, and nothing in our reports can create a fiduciary relationship between PSI and any other party.
15. **RECORDING:** Photographs or video recordings of the Client's own project may be taken by and used for the Client's own internal purposes. Photographs or video recordings may not be used for marketing or publicity, or distributed to a third party or otherwise published without PSI's prior review and consent in writing. Taking photographs of other Clients' samples, test setups, or facilities, or recording in any manner any test specimen other than the test specimen related to the Client's project is prohibited; and the Client agrees to hold in strict confidence and not use any proprietary information disclosed either advertently or inadvertently. The Client shall defend, hold harmless, and indemnify PSI for any breach of this clause.
16. **CHOICE OF LAW AND EXCLUSIVE VENUE:** All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Illinois. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be either the Circuit Court in Cook County, Illinois, or the Federal Court for the Northern District of Illinois.
17. **PROVISIONS SEVERABLE:** The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms of these General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.
18. **ENTIRE AGREEMENT:** This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



# PROPOSAL/AUTHORIZATION FOR WORK

To: **Simmons & White, Inc.**  
**2581 Metrocentre Boulevard West, Suite 3**  
**West Palm Beach, Florida 33407**

Date: **April 1, 2024**

Attn: **Paul A. Buri, P.E.**

Re: **Town of Juno Beach – Atlantic Boulevard**

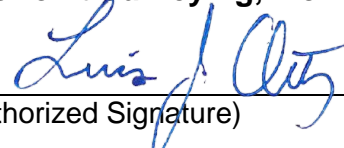
We hereby propose to do the following work:

Task	Description:	Lump Sum
1	Detailed Topographic Survey per Client: Detailed Topo, Inverts/Rims and Pipe Sizes of all Structures, Trees, Poles, etc. Topo should be 25 Foot Grid Plus High/Low Points in the Road and Swale on the North Side of the Road, Swale Flow Line and Top of Bank and Road Crowns	<b>\$5,800</b>

All work herein is subject to the conditions described in Exhibit "A" attached herewith and made a part of this "Authorization for Work". This proposal is valid for 30 days from today, April 1, 2024.

**GeoPoint Surveying, Inc.**

**Accepted By:  
Simmons & White, Inc.**

By:   
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Luis J. Ortiz, P.S.M.  
Project Surveyor  
Director of East Coast Operations  
\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name and Title)

Please return one signed copy to: [proposals@geopointsurveying.com](mailto:proposals@geopointsurveying.com)

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## Attachment "A" Terms and Conditions

All fees stated in this Contract shall be payable in full, in monthly installments, based on the percentage of work completed in that month, as mutually agreed upon, or, if appropriate, on an hourly basis at GeoPoint Surveying, Inc.'s prevailing hourly rates, subject to any agreed upon limits.

In addition to the fees in this Contract, we charge all out-of-pocket expenses such as photocopying, long distance telephone calls, postage, etc. These expenses will be charged to the Client at GeoPoint Surveying, Inc.'s cost.

Work will be billed on the 20th of each month under the terms of this Contract or upon completion, and GeoPoint Surveying, Inc. shall expect payment by the tenth of the following month. Client shall pay the invoice and statement in accordance with the terms of this Contract and the terms of said statement and invoice. If Client fails to make any payment due GeoPoint Surveying, Inc. for services within 30 days of the invoice date, the amount(s) due shall accrue interest at the rate of 1 ½ percent per annum, and shall be calculated from the first day that the payment is deemed late pursuant to this Section.

In the event this Contract is terminated prior to completion, GeoPoint Surveying, Inc. shall be entitled to payment for services performed as of the date of termination, plus all out-of-pocket expenses.

Client shall indemnify, defend and hold harmless GeoPoint Surveying, Inc., from and against any claims, liabilities, damages, penalties and/or costs (including, without limitation, reasonable attorney's fees and expenses) GeoPoint Surveying, Inc., may incur as a result of claims in any form by third parties (including, without limitation, governmental agencies and departments) relating to or arising out of this Contract, except to the extent such claims arise from the gross negligence or intentional misconduct of GeoPoint Surveying, Inc.

The prevailing party in any litigation between the parties relating to or arising out of this Contract (including, without limitation, trial, appellate and bankruptcy proceedings) shall recover its reasonable attorney's fees and costs from the non-prevailing party.

The Client, upon executing this Contract authorizes the work described within the Scope of Services Section of this Contract and does so on behalf of the owner of the subject property, and warrants that the Client has authority to sign the Contract.

All documents, including but not limited to drawings, reports, and electronic data which have been or will be prepared, designed, written or developed by GeoPoint Surveying, Inc., in any form or fashion while rendering services to Client or that pertain to the work performed under this Contract (the "**Documents**") are the sole property of GeoPoint Surveying, Inc. Client may not use or modify such Documents on other projects or extensions of this project without the prior written approval of GeoPoint Surveying, Inc. Client agrees that GeoPoint Surveying, Inc. shall be considered the author of the Documents for all purposes and the owner of all the rights comprised in the undivided copyright (and all reissues, renewals and extensions thereof) in and to the Documents and of any and all corresponding intellectual property rights. Notwithstanding any provision in this Contract to the contrary, in the event of a default by Client including, without limitation, any failure to pay amounts due within 30 days of invoice date, GeoPoint Surveying, Inc., shall be entitled to exclusive possession of any and all of the Documents prepared pursuant to this Contract and Client shall have no rights in the Documents.

## **Attachment "A"**

### **Terms and Conditions**

This Contract and the rights of the signers under this Contract shall be governed by the laws of the State of Florida, without reference to the choice of law principles thereof. The exclusive venue for all actions to enforce or interpret the provisions of this Contract will be courts of the State of Florida or of the United States having jurisdiction over Hillsborough County, Florida. All parties irrevocably waive any objection they may have to the laying of venue of any suit, action or proceeding arising out of or relating hereto brought in any such court, irrevocably waives any claim that any such suit, action or proceeding so brought has been brought in an inconvenient forum, and further waives the right to object that such court does not have jurisdiction over such party.

Your acceptance of this proposal shall constitute a Contract between the Client and GeoPoint Surveying, Inc.

Client agrees not to assign this Contract or any part hereof without the prior written consent of GeoPoint Surveying, Inc. which consent may be withheld by GeoPoint Surveying, Inc. for any reason it deems appropriate in its sole discretion. GeoPoint Surveying, Inc. may assign or transfer this Contract or any of its rights or obligations hereunder without the prior written consent of Client. This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

Each provision of this Contract will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Contract.

GeoPoint Surveying, Inc., in furnishing the services under this Contract, is acting only as an independent contractor and shall have the exclusive control of the manner and means of performing the work contracted for hereunder. GeoPoint Surveying, Inc. does not undertake by this Contract or otherwise to perform any obligations of Client, whether regulatory or contractual, or to assume any responsibility for Client's business or operations. Nothing contained in this Contract shall be construed to create a joint venture or partnership between the parties.

The exhibits and other attachments to this Contract are hereby incorporated by reference and made part hereof. This Contract constitutes the entire understanding of the parties with respect to the subject matter hereof and there are no restrictions, warranties, covenants or undertakings other than those expressly set forth or referred to herein. This Contract may not be modified or amended except by an instrument in writing signed by the party against whom enforcement of any such modification or amendment is sought.

The waiver by either of the parties of breach or violation of any provision of this Contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.