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Suite 200
Jupiter, Florida 33458
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September 20, 2023

Andrea L. Dobbins
Project Coordinator/Risk Manager
Town of Juno Beach
340 Ocean Drive
Juno Beach, FL 33408

**Project: BOUNDARY AND TOPOGRAPHIC SURVEY FOR CELESTIAL
WAY DRAINAGE IMPROVEMENTS IN JUNO BEACH,
FLORIDA**

Dear Andrea:

Lidberg Land Surveying, Inc. ("Lidberg LS") is pleased to have the opportunity to offer this proposal to provide our Professional Surveying and Mapping services on the above-referenced project.

The Scope and Fees for Services to be provided are attached as **Exhibit A**. The complete scope of services is based upon the work being performed in accordance with the applicable codes and permitting requirements in force at the time of this agreement. All fees quoted in this agreement are for a one-time performance of the stated work and are applicable for sixty (60) days from the date of the agreement. At that time, fees are reviewed and adjusted accordingly. Any hourly charges or reimbursable costs shall be subject to the Hourly Rate Schedule attached as **Exhibit B** which is in effect at the time the services are performed.

If this proposal meets with your approval, please sign and return one copy to this office prior to the commencement of work by Lidberg Land Surveying, Inc. Please do not hesitate to call us if you have any questions or concerns. We look forward to working with you on this project.

Sincerely,

Lidberg Land Surveying, Inc.

SCOPE AND ESTIMATED FEES FOR SERVICES (“Exhibit A”)

1.) Boundary and Topographic survey	\$	12,500 to 15,500
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A topographic route survey of approximately 1,700 linear feet for the proposed drainage project within the Plat of Juno Beach located East of Lots A and B, and West of Lot 31 as shown on the Plat of Juno Beach

A retainer is WAIVED (“Retainer”) for this Client.

This estimate expires in sixty (60) days.

Estimated Fees for all of our services are on a one-time performance basis and DO NOT INCLUDE THE RESEARCH OF ANY PRIVATE DEED RESTRICTIONS UNLESS SPECIFICALLY REQUESTED IN WRITING BY CLIENT. Additional services, including revisions, may be required due to architectural design changes or feedback from permitting bodies. These additional services are not included in this estimate and shall be charged on a time and reimbursable expense basis (see Rate Schedule).

This Proposal has been prepared specifically for the Client and is confidential. Client shall not share this Proposal or any information in this Proposal with any person or entity without the prior written approval of Lidberg LS.

EXPENSES, REIMBURSEMENTS, AND ADDITIONAL SERVICES

Out-of-pocket Expenses. Client shall be responsible for any out-of-pocket expenditures and administrative costs incurred by Lidberg LS including, but not limited to, permit fees, filing costs, bonds, copying costs, mailings, drafting media, and printing costs. Any fees including, but not limited to, municipal, legal, insurance, regulatory agencies, filing, and bonds advanced on behalf of Client shall be invoiced at cost plus 10%. These costs are due and payable at the time the expense is incurred.

TERMINATION OF SERVICES

This agreement may be terminated by Client or Lidberg LS upon five (5) days written notice. In the event of termination, Client shall pay Lidberg LS for all services rendered through the date of termination, all reimbursable expenses, and reimbursable termination expenses.

In the event of termination, Lidberg LS does not waive any claim or right against Client, and Lidberg LS may terminate without liability whatsoever to Client.

Sections EXPENSES, REIMBURSEMENTS AND ADDITIONAL SERVICES, LIMITATION OF LIABILITY, and INVOICING shall survive upon and after the termination of this agreement.

LIMITATION OF LIABILITY

To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of Lidberg LS and its affiliates and subcontractors and their employees, officers, directors, and agents for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by Lidberg LS under this agreement. Client may elect to increase the limit of liability by paying an additional fee, which fee to be negotiated prior to execution of this Agreement. Any claim will be deemed waived unless received by Lidberg LS within one year of substantial completion of the services. Client shall look solely to Lidberg LS for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any Lidberg LS principal, officer, employee, or agent.

OWNERSHIP OF DOCUMENTS

All physical and electronic documents or files (i.e., AutoCAD files) prepared or furnished by Lidberg LS pursuant to this agreement are instruments of Lidberg LS's professional service, and Lidberg LS shall retain ownership and property interest therein.

Lidberg LS grants Client a license to use instruments of Lidberg LS's professional service for the purpose of this project only, and Client may not transfer to any other persons or entities without the written consent of Lidberg LS.

INVOICING

Invoices for all services (including additional services), expenses, and reimbursements and are due upon receipt. Invoices are considered PAST DUE if not paid within 10 days after the invoice date. Interest shall accrue at a rate of 1.5% per month on any unpaid balances. Retainers shall be credited on the final invoice.

If payment is not received and no additional written arrangements are made, Mechanics Liens may be filed within sixty (60) days of completing of our services.

Client hereby agrees to be responsible for all costs of collection for past due invoices including but not limited to court costs, filing fees, internal administrative costs, finance charges as described above, and legal.

If this Proposal meets with your approval, please sign below and return it to our office with the Retainer. We look forward to working with you.

By either signing below or initiating payment of the Retainer, the Client approves and accepts the terms and conditions set forth herein.

*Project: **Boundary and Topographic Survey for Celestial Way Drainage Improvements in Juno Beach, Florida***

Client Name – Print

Client Signature

Acceptance Date

Payment Options

Wire

Lidberg Land Surveying
Chase Bank
Routing # 021000021
Account # 317215967

Zelle

info@lidberg.net

Checks

Mail To:
Lidberg Land Surveying, Inc.
P O Box 2301
Jupiter, FL 33468-2301

Email: _____

Phone: _____

Please provide an email address and phone number for billing purposes.

LIDBERG LAND SURVEYING, INC.
RATE SCHEDULE FOR SELECT SERVICES
(EFFECTIVE 01/01/21)

2-MAN FIELD CREW	\$	165	PER HOUR
3-MAN FIELD CREW		185	PER HOUR
1-MAN CREW WITH ROBOTIC TOTAL STATION		140	PER HOUR
SURVEY DRAFTER		90	PER HOUR
PROFESSIONAL SURVEYOR		175	PER HOUR
PRINCIPAL/DIRECTOR OF SURVEYING		195	PER HOUR
EXPERT WITNESS		295	PER HOUR
CLERICAL		75	PER HOUR
GLOBAL POSITIONING SYSTEM (GPS) 2 Men & 2 Rovers		250	PER HOUR
GLOBAL POSITIONING SYSTEM (GPS) 1 Man & 1 Rover		140	PER HOUR
MATERIALS		Cost + 10%	PER HOUR

Hourly Charges:

Hourly work shall be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours shall be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.