



September 7, 2023

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

Attention: Ms. Andrea Dobbins

Reference: Celestial Drive Improvements
Town of Juno Beach, Florida

Dear Ms. Dobbins:

We are pleased to submit the following proposal for professional services in connection with site development for the Celestial Drive improvements in the Town of Juno Beach, Florida. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for the 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, Construction Plans, As-Built Plans/Record Drawings 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 design of proposed pervious paver, swale and drainage improvements/modifications.
3. Attend one (1) field design meeting with the Town's Project Manager to confirm proposed conceptual program previously provided and discuss refinement of the layout for the final plan of development.

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Scope of Services (Continued)

4. Upon receipt of overall updated Survey from Town's Surveyor, prepare Construction Drawings for pervious pavers and drainage modifications, and submit to the Town of Juno Beach for plan approval.

NOTE: No other governmental agency permitting is included or anticipated.

5. Based on final 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 and 5 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.

6. Provide assistance to Town project manager with the bidding process. Respond to Requests for Information (RFI's) during bidding process.
7. Provide services during construction necessary to certify the project upon completion and as requested by the Town in accordance with Attachment "A".
8. Revisions to the above based on Site Plan changes or modifications to the Scope of Services 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 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. Accurate Site Plan in .dwg format.
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. Proposed utility routes for FP&L, telephone, Cable T.V., gas, irrigation, lighting, etc. may be required for the proposed development. This coordination effort is assumed to be provided by the Client or their representatives. Consultant will provide coordination as requested or required to insure there are no conflicts with the proposed site infrastructure (paving, drainage, water and wastewater) on an hourly basis. The proposed utility routes need to be provided as soon as possible to allow Consultant to coordinate the infrastructure design.
7. All required easements for proposed (and existing if no easements exist) infrastructure (drainage, water, sewer as applicable) will be provided by the Client's Surveyor.

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

8. “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. It is recommended that the Client contract this work after the Conceptual Engineering Plan phase (or after receipt of preliminary agency comments) so that proposed utility and drainage connection locations are better established. The Client’s Surveyor shall plot this information on the design survey and provide to Consultant in .dwg format.
9. Complete landscape, berming and irrigation plans, showing landscape and berming details.

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 1-5 – Construction Plan Preparation	=	\$18,500.00
Items 6 & 7 – Assistance with Bidding and Services During Construction	=	\$ 6,000.00

_____ Int.

Fees to be Paid (Continued)

For Items 6 through 9, 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 6 and 7 to be \$6,000.00. 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.

Major changes which are outside the control of the Consultant, are not included and could cause our billing to exceed this estimate. You will be notified of any changes which we feel are outside the Scope of Services and a fee for the additional work will be negotiated. The fees for additional meetings, travel, presentations, major revisions to the plans, or failed inspections will be based on the hourly rates listed above.

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

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.

Termination

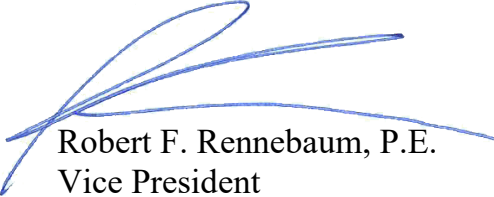
This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable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

Company/Individual: _____

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 Town of Juno Beach and attend pre-construction meeting.
3. Observe storm sewer construction, including tie-ins to existing facilities.
4. Observe off-site subgrade construction.
5. Observe off-site base construction.
6. Observe off-site sidewalk/curbing/pervious paver.
7. Conduct pre-agency final observation and develop punchlist based on agency requirements.
8. Conduct semi-final and final inspection with Town of Juno Beach.
9. 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.
10. 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 Town of Juno Beach.

ATTACHMENT "A"
PAGE TWO

11. Review job progress with Client.
12. Review Construction Pay Estimates.
13. 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.