

July 2, 2024

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

Via E-mail (adobbins@juno-beach.fl.us)

Attn: Ms. Andrea Dobbins
Project Coordinator/Risk Manager

Re: Project Coordination, Design, Preparation of Plans and Specifications, and
Construction Observation
Proposed Dune Walkover Improvements
Donald Ross Dune Walkover - JB0
Juno Beach, Palm Beach County, Florida

Ladies and Gentlemen:

We are pleased to submit the following proposal for professional services in connection with design, preparation of plans and specifications, and construction observation, for the proposed improvements of the wood dune walkover structure JB0 at the end of Donald Ross Road. ISIMINGER & STUBBS ENGINEERING, INC., hereinafter referred to as the Engineer, 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 Engineer will perform the following:

1. Meet onsite with Town staff, DEP, civil engineer, and others as necessary to better define project scope.
2. Coordinate with surveyor and request site specific information (topo, tree canopy, etc.) required for project design.
3. Review previous plans on file with the Town and current project survey (by others).
4. Design and prepare plans and specifications for the proposed work.

5. Attend meetings during bid process and answer questions from contractors. Assist Client in contractor selection process.
6. Perform construction observation during the work.
7. Provide signed and sealed record drawings after the completion of construction.
8. Other services as may be agreed to between the parties to this agreement.

Proposed services do not include government approvals or permitting, contract preparation, or contract administration.

ITEMS TO BE FURNISHED BY THE CLIENT
AT NO EXPENSE TO THE ENGINEER

Assist Engineer by placing at disposal of same, all available pertinent information including previous permits, reports or any other data relative to the project.

Furnish at no cost to the Engineer, title search and abstract of property; all permit application and governmental inspection fees; data prepared by or services required of others, such as subsurface explorations, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; all surveying information including, but not limited to, property, boundary, easement, right-of-way, topographic, permanent reference monuments, permanent control points and utility surveys and property descriptions; zoning and deed restrictions; and other special data, all of which the Engineer may rely upon, if necessary, in performing services.

Designate in writing, if appropriate, a person to act as the Client's representative with respect to the services to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

GENERAL CONDITIONS

The attached General Conditions shall apply to this agreement.

FEES TO BE PAID

Items 1 through 4 will be accomplished for a lump sum price of \$19,000. The Scope of Services shall be construed narrowly. The Scope contemplates the construction of a new wood walkover structure within the approximate footprint of the existing walking path and beach stairs. Services provided for these fees do not include any work required by others such as surveying or design services associated with the drainage/water retention structures, shower structure, or plumbing.

HOURLY RATES FOR PERSONNEL COMPENSATION (2024)

Isiminger & Stubbs Engineering, Inc.

Senior Principal Professional Engineer	\$340.00
Principal Professional Engineer	300.00
Senior Professional Engineer	250.00
Professional Engineer	210.00
Engineering Graduate (EI)	155.00
Engineering Graduate	135.00
Contract Drafter	120.00
Technician/Drafter	110.00
Administrative/Researcher	75.00

Hourly rates are subject to revision at the beginning of each calendar year.

For Items 5 through 7, the Engineer shall be paid for services in accord with the salary schedule shown on the following page. However, Engineer estimates \$7,000 for total billings for Items 5 through 7 and will not exceed this amount without first notifying Client in writing. For other services, over and above the contemplated scope above, the Engineer shall be paid for services in accord with the salary schedule shown on the following page (except for work in conjunction with administrative hearings or court proceedings, which shall be billed at higher rates), plus reimbursement for direct non-salary expenses including, but not limited to, automobile travel at the prevailing IRS rate, commercial air travel at cost, long distance telephone, subsistence, printing and reproduction. The salary schedule is subject to periodic revision.

Payments shall be made upon monthly billing, payable within ten (10) days from the date of invoice. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

TERMINATION

This agreement may be terminated by either party by giving thirty (30) days advance written notice. The Engineer 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 the Client in the space provided below. One signed copy of this proposal, returned to the Engineer, will serve as an agreement between the parties and as Notice to Proceed. Should this proposal not be accepted within a period of 30 days from the above date, it shall become null and void.

Sincerely,

ISIMINGER & STUBBS ENGINEERING, INC.



Mark A. Powell, P.E.

24002.TJBDWJB0.PRO.R1

ACCEPTED BY: Town of Juno Beach

Printed Name of Person Signing: _____

Signed: _____ Date: _____

General Conditions

Isiminger & Stubbs Engineering, Inc.

1. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
2. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
3. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Client and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.
4. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
5. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Client shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Client, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations:
 - (a) Client acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Client or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - (b) Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;

- (c) Client shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - (d) Such limited license to Client shall not create any rights in third parties.
6. For due diligence projects in which the Client does not have or no longer has a contractual or ownership interest in the property, Client hereby provides consent for Engineer to reveal facts, data, and information obtained in a professional capacity, to future clients.
 7. To the fullest extent permitted by law, Client and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Client under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater. **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**
 8. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials).
 9. All causes of action, including but not limited to actions for indemnification, arising out of Engineer's work shall be deemed to have accrued and the applicable statutes of limitation shall commence to run not later than the date of issuance of Engineer's final invoice for work under this agreement.
 10. Client and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
 11. This Agreement shall be governed in all respects by the laws of the State of Florida.