

Monday, November 14, 2022
7 P.M.



Town Hall Commission Chambers
247 Edwards Lane
Palm Beach Shores, FL 33404

Mayor Alan Fiers
Vice Mayor Scott McCranel

Commissioner Tracy Larcher
Commissioner Janet Kortenhaus
Commissioner Brian Tyler

Town Attorney Keith Davis
Town Administrator Wendy Wells
Town Clerk Jude M. Goudreau

PLEASE NOTE:

THIS MEETING IS ALSO CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY

Join information

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores.my/j.php?MTID=me5cfb000ecdc63d51ea5bab3f6d84315>

Meeting number: 2633 070 5864 Password:1114 Join by phone +1-408-418-9388 United States Toll
Access code: 2633 070 5864

SPECIAL COMMISSION MEETING
AGENDA

1) CALL TO ORDER

- a) Pledge of Allegiance
- b) Roll Call

2) VOTE:

- a) Agreement for Professional Engineering Services & Fee Schedule – Simmons & White
- b) Agreement for Professional Engineering Services & Fee Schedule – Engenuity
- c) Agreement for Professional Engineering Services & Fee Schedule – Florida Technical Consultants
- d) CSA ENG-22-01 – Recurring plan review work
- e) CSA ENG-22-02 – Oversight of the Roads Project

3) Public Comments: (please state your name)

4) Adjournment:

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, between the Town of Palm Beach Shores, a municipal corporation with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404 (hereinafter referred to as the "Town") and Simmons & White, Inc., a Florida corporation with offices located at 2581 Metrocentre Boulevard West, Suite 3, West Palm Beach, FL 33407, (hereinafter referred to as "ENGINEER ") is entered into this ___day of November 2022, (the "Effective Date") effective immediately.

WHEREAS, the Town requires certain general civil engineering services in connection with, but not limited to, studies, planning, engineering, construction and inspection of these projects as they are identified and as the need arises; and

WHEREAS, the Town has selected ENGINEER under the provisions of Sec. 287.055, *Florida Statutes*, also known as the "Consultant's Competitive Negotiation Act" ("CCNA") and desires to enter into a "continuing contract" with ENGINEER within the meaning the CCNA; and

WHEREAS, ENGINEER represents it is capable and prepared to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - TERM; AGREEMENT NOT EXCLUSIVE

This Agreement shall remain in effect for a term of five (5) years from the Effective Date (the "Initial Term"). At the conclusion of the Initial Term, this agreement shall renew automatically for successive one (1) year terms (the "Renewal Terms") unless terminated by either party pursuant to Article 13 below. All Renewal Terms shall provide for the completion of all tasks previously authorized by the Town in accordance with Article 2.

Nothing in this Agreement shall prevent the Town from employing other Consultants to perform the same or similar services. The Town also retains the option, at its sole discretion, to perform any and all professional engineering services by utilizing Town employees or other engineers.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT; INSTRUMENT OWNERSHIP

2.1 - Services

ENGINEER shall perform certain professional general civil/engineering services and such other related services as may be required by the Town from time to time which are specifically authorized by the Town and set forth in a specific Scope of Services. Each such specific authorization will be referred to as a Consultant Services Authorization ("CSA"). Each CSA shall be designated as a consecutively numbered exhibit to this Agreement and shall be attached hereto and incorporated by reference as part of this Agreement. Each CSA form will set forth a specific scope of services, total amount of compensation and completion date. An individual CSA for projects costing up to twenty five thousand dollars (\$25,000.00) must be approved by the Mayor or Town Administrator prior to commencement of any work by ENGINEER. For all projects valued in excess of twenty five thousand dollars (\$25,000.00), the individual CSA must be approved by the Town Commission prior to commencement of any work by ENGINEER.

2.2 - Ownership

All instruments of professional services including, but not limited to, documents, records, disks, original drawings and/or other information created and/or procured by ENGINEER for any authorized Project shall become the property of the Town upon completion of the work for which the asset was utilized and upon payment by the Town in accordance with Article 16.

ARTICLE 3 - COMPENSATION

3.1 - General

The Town shall pay ENGINEER in accordance with each individual CSA; however such CSA shall be based upon the Fee Schedule attached hereto as Exhibit "A" and incorporated by reference as part of this Agreement. Such Fee Schedule may be adjusted by mutual consent of both parties. Compensation based upon such Fee Schedule will be negotiated as a lump sum price or as an hourly rate for each individual

CSA as set forth in Article 2 hereinabove.

3.2 – Reimbursable Expenses

All requests for payment of "out-of-pocket" expenses which may be eligible for reimbursement shall be included on the individual CSA applicable to the project. Copies of paid receipts, invoices or other documentation acceptable to the Town Manager may be requested by the Town for documentation sufficient to establish that the expense was actually incurred. No payment will be made for items not listed on the CSA unless approved by Town Manager prior to the expenditure by ENGINEER.

ARTICLE 4 - INSURANCE

During the performance of the services under this Agreement, ENGINEER shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

1. **General liability** insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile liability** insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident and with property damage limits of not less than \$500,000 for each accident.
3. **Workers' Compensation** insurance in accordance with statutory requirements and employer's liability insurance with limits of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 aggregate.
4. **Professional liability** insurance with limits of not less than \$1,000,000 annual aggregate.

ENGINEER shall furnish the Town certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the Town. ENGINEER shall include the Town as an additional insured on the general liability and

automobile liability insurance policy required by the Agreement. All of ENGINEER's subcontractors shall be required to include the Town and ENGINEER as additional insureds on their general liability insurance policies. ENGINEER shall not commence work under this Agreement until all insurance required as stated herein has been obtained and certificates evidencing same are filed with the Town.

ARTICLE 5 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and shall be obligated to correct services which fall below such standards at no additional cost to the Town. ENGINEER warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 6 - INDEMNIFICATION

ENGINEER agrees to protect, indemnify, provide costs of defense and hold harmless the Town, its employees and representatives, from and against any and all claims and liabilities, including all attorneys' fees and court costs, including appeals, for which the Town, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property to the extent occurring by reason of any negligent or intentional acts or omissions of ENGINEER, its employees or agents, including subcontractors, in the performance of services under this Agreement. ENGINEER shall not be required to indemnify the Town or its agents, employees or representatives when an occurrence results from the wrongful acts or omissions of the Town or its agents, employees or representatives. The terms and conditions of this Article shall survive the completion of all services, obligations and duties provided for in this Agreement as well as the termination of this Agreement for any reason.

ARTICLE 7 - INDEPENDENT CONTRACTOR

ENGINEER undertakes performance of the services as an independent

contractor and shall be wholly responsible for the methods of performance utilized. ENGINEER shall not pledge the Town's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. ENGINEER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

ENGINEER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the services, ENGINEER will comply with applicable regulatory requirements, including federal, state, special district and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUBCONTRACTING

The Town reserves the right, in its sole discretion, to accept or reject the use of a subcontractor and to inspect all facilities of any subcontractor to ensure that the selected subcontractors will be able to perform properly under this Agreement. If a subcontractor fails to perform or make progress as required by any CSA and it becomes necessary to replace the subcontractor in order to complete the work in a timely fashion, ENGINEER shall promptly provide a replacement, subject to acceptance of the new subcontractor by the Town.

ARTICLE 11 - FEDERAL AND STATE TAXES

The Town is exempt from federal tax and state sales and use taxes. Upon request, the Town will provide an exemption certificate to ENGINEER. ENGINEER is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall ENGINEER be authorized to use the Town's Tax

Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the Town under this Agreement and any CSA are subject to the availability of funds lawfully appropriated for its purpose by the Town Commission of the Town of Palm Beach Shores. ENGINEER may rely on the execution of an individual CSA as evidence that funds have been appropriated.

ARTICLE 13 - TERMINATION OF AGREEMENT

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other. Unless ENGINEER is in breach of this Agreement, ENGINEER shall be paid for services rendered to the Town's reasonable satisfaction through the date of termination. Notice as required hereunder shall be sufficient when provided in accordance with Article 14 hereinbelow.

ARTICLE 14 - NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person, by facsimile or sent by certified mail as follows:

AS TO TOWN	WITH COPY TO	AS TO ENGINEER
Wendy Wells Town Administrator Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, FL 33404	Keith W. Davis, Esq. Town Attorney Davis & Associates, P.A. 701 Northpoint Parkway, Suite 205 West Palm Beach, FL 33407	Robert F. Rennebaum, P.E. President Simmons & White, Inc. 2581 Metrocentre Boulevard West Suite 3 West Palm Beach, FL 33407

Notices shall be effective when received at the addresses as specified above. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. on weekends or holidays will be

deemed received on the next business day. The original of the notice must additionally be sent by certified mail. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice sent by regular mail or facsimile to the other party.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither the Town nor ENGINEER shall be deemed in default of this Agreement if delays or failure of performance is due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable force(s)" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage and governmental actions. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. Notice as required hereunder shall be sufficient when provided in accordance with Article 14 hereinabove.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

ARTICLE 16 - OWNERSHIP OF DOCUMENTS

ENGINEER shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. All instruments of professional services, including, but not limited to, documents, records, disks, original drawings or other information created or procured by ENGINEER for any Project which is the subject of this Agreement and an individual CSA shall, upon

completion of the work and payment of all monies due ENGINEER, become the property of the Town for its use and/or distribution as may be deemed appropriate by the Town. However, both parties specifically acknowledge and agree that any re-use of such documents by the Town, for other than the specific purpose intended, without written verification and adaption by ENGINEER for such specific purpose will be at the sole risk of the Town and without liability or legal exposure to ENGINEER.

ARTICLE 17 - ACCESS AND AUDITS

ENGINEER shall maintain adequate records to justify all charges and costs incurred in performing work authorized under this Agreement and individual CSAs for at least three (3) years after completion of the applicable project. The Town shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal working business hours at ENGINEER'S place of business.

ARTICLE 18 - NON-DISCRIMINATION

ENGINEER warrants and represents that all of its employees are treated in a fair and equitable manner without regard to race, color, religion, gender, age or national origin.

ARTICLE 19 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The Town and ENGINEER each binds itself and its partners, successors, assigns and legal representatives to the Town and to the Town's partners, successors, executors, administrators, assigns and legal representatives. ENGINEER shall not assign this Agreement without the express written approval of the Town.

ARTICLE 22 - SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 23 - OFFICE OF THE INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

ARTICLE 24 - PUBLIC RECORDS

In accordance with Sec. 119.0701, *Florida Statutes*, ENGINEER must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request, ENGINEER must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, ENGINEER shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law. Finally, ENGINEER shall retain the records described in this paragraph throughout the performance of the work described herein, and at the conclusion of said work and upon request, transfer to the Town, at no cost to the Town, all such records in the possession of ENGINEER and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Town in a format that is compatible with the Town's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 844-3457, OR AT jgoudreau@pbstownhall.org, OR AT 247 EDWARDS LANE, PALM BEACH SHORES, FLORIDA 33404.

ARTICLE 25 - ENTIRETY OF AGREEMENT

The Town and ENGINEER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Town of Palm Beach Shores

ATTEST:

Jude Goudreau, Town Clerk

Approved as to form and legal
Sufficiency

Keith W. Davis, Esq., Town Attorney

Alan Fiers, Mayor

(SEAL)

WITNESSES:

Simmons & White, Inc.

Robert F. Rennenbaum, P.E. President

(Corporate Seal)



Town of Palm Beach Shores Engineering Services Contract

FEE SCHEDULE

Principal	-	\$160.00
Traffic Principal	-	\$185.00
Expert Testimony	-	\$250.00
Senior Traffic Engineer	-	\$150.00
Senior Engineer	-	\$135.00
Engineer	-	\$110.00
Senior Technician	-	\$100.00
Technician	-	\$ 80.00
Clerical	-	\$ 50.00
8 ½" x 11" Copies	-	\$0.25/copy
8 ½" x 14" Copies	-	\$0.30/copy
11" x 17" Copies	-	\$0.75/copy
24" x 36" Copies	-	\$2.00/copy
24" x 36" Mylar	-	\$18.00/each
Postage	-	Cost
Courier/FedEx	-	Cost

sa: x:/docs/marketing/rfp/2015/palmbeachshores#feeschedule

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WHEREAS, the Town requires certain general civil engineering services in connection with, but not limited to, studies, planning, engineering, construction and inspection of these projects as they are identified and as the need arises; and

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ARTICLE 3 - COMPENSATION

3.1 - General

The Town shall pay ENGINEER in accordance with each individual CSA; however such CSA shall be based upon the Fee Schedule attached hereto as Exhibit "A" and incorporated by reference as part of this Agreement. Such Fee Schedule may be adjusted by mutual consent of both parties. Compensation based upon such Fee Schedule will be negotiated as a lump sum price or as an hourly rate for each individual

CSA as set forth in Article 2 hereinabove.

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contractor and shall be wholly responsible for the methods of performance utilized. ENGINEER shall not pledge the Town's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. ENGINEER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

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ARTICLE 9 - COMPLIANCE WITH LAWS

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Exemption Number in securing such materials.

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ARTICLE 14 - NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person, by facsimile or sent by certified mail as follows:

AS TO TOWN	WITH COPY TO	AS TO ENGINEER
Wendy Wells Town Administrator Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, FL 33404	Keith W. Davis, Esq. Town Attorney Davis & Associates, P.A. 701 Northpoint Parkway, Suite 205 West Palm Beach, FL 33407	Lisa Tropepe, P.E. Engineer Engenuity Group, Inc. 1280 North Congress Avenue Suite 101 West Palm Beach, FL 33409

Notices shall be effective when received at the addresses as specified above. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. on weekends or holidays will be

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Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

ARTICLE 16 - OWNERSHIP OF DOCUMENTS

ENGINEER shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. All instruments of professional services, including, but not limited to, documents, records, disks, original drawings or other information created or procured by ENGINEER for any Project which is the subject of this Agreement and an individual CSA shall, upon

completion of the work and payment of all monies due ENGINEER, become the property of the Town for its use and/or distribution as may be deemed appropriate by the Town. However, both parties specifically acknowledge and agree that any re-use of such documents by the Town, for other than the specific purpose intended, without written verification and adaption by ENGINEER for such specific purpose will be at the sole risk of the Town and without liability or legal exposure to ENGINEER.

ARTICLE 17 - ACCESS AND AUDITS

ENGINEER shall maintain adequate records to justify all charges and costs incurred in performing work authorized under this Agreement and individual CSAs for at least three (3) years after completion of the applicable project. The Town shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal working business hours at ENGINEER'S place of business.

ARTICLE 18 - NON-DISCRIMINATION

ENGINEER warrants and represents that all of its employees are treated in a fair and equitable manner without regard to race, color, religion, gender, age or national origin.

ARTICLE 19 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The Town and ENGINEER each binds itself and its partners, successors, assigns and legal representatives to the Town and to the Town's partners, successors, executors, administrators, assigns and legal representatives. ENGINEER shall not assign this Agreement without the express written approval of the Town.

ARTICLE 22 - SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 23 - OFFICE OF THE INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

ARTICLE 24 - PUBLIC RECORDS

In accordance with Sec. 119.0701, *Florida Statutes*, ENGINEER must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request, ENGINEER must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, ENGINEER shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law. Finally, ENGINEER shall retain the records described in this paragraph throughout the performance of the work described herein, and at the conclusion of said work and upon request, transfer to the Town, at no cost to the Town, all such records in the possession of ENGINEER and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Town in a format that is compatible with the Town's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 844-3457, OR AT jgoudreau@pbstownhall.org, OR AT 247 EDWARDS LANE, PALM BEACH SHORES, FLORIDA 33404.

ARTICLE 25 - ENTIRETY OF AGREEMENT

The Town and ENGINEER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Town of Palm Beach Shores

ATTEST:

Alan Fiers, Mayor

Jude Goudreau, Town Clerk

(SEAL)

Approved as to form and legal
Sufficiency

Keith W. Davis, Esq., Town Attorney

WITNESSES:

Engenuity Group, Inc.

Andre C. Rayman, P.E. President

(Corporate Seal)



2022-2023 PROPOSED FEE SCHEDULE TOWN OF PALM BEACH SHORES, FL	
	Discount 2 Rate
EXPERT WITNESS	\$288.00
SR. CORPORATE OFFICER	\$198.00
DEPARTMENT DIRECTOR	\$186.00
SR. PROJECT MANAGER	\$175.00
PROJECT MANAGER	\$160.00
PROJECT ENGINEER	\$135.00
SR. PROJECT LAND SURVEYOR	\$160.00
PROJECT LAND SURVEYOR	\$130.00
SR. FIELD REPRESENTATIVE	\$125.00
FIELD REPRESENTATIVE	\$110.00
SR. AUTOCAD/GIS TECH	\$120.00
AUTOCAD/GIS TECH	\$112.00
3 PERSON SURVEY CREW	\$156.00
2 PERSON SURVEY CREW	\$144.00
SR. ADMIN. ASSISTANT	\$72.00
ADMINISTRATIVE ASSISTANT	\$66.00
SUE TECHNICAL LOCATOR	\$110.00
INTERN	\$52.00
CLERICAL/COURIER	\$58.00

**Rates subject to annual cost of living increases to be
agreed on by both parties**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, between the Town of Palm Beach Shores, a municipal corporation with offices located at 247 Edwards Lane, Palm Beach Shores, Florida 33404 (hereinafter referred to as the "Town") and Florida Technical Consultants, a Florida limited liability company with offices located at 533 East Ocean Avenue, Suite 02, Boynton Beach, FL 33435, (hereinafter referred to as "ENGINEER ") is entered into this ___day of November 2022, (the "Effective Date") effective immediately.

WHEREAS, the Town requires certain general civil engineering services in connection with, but not limited to, studies, planning, engineering, construction and inspection of these projects as they are identified and as the need arises; and

WHEREAS, the Town has selected ENGINEER under the provisions of Sec. 287.055, *Florida Statutes*, also known as the "Consultant's Competitive Negotiation Act" ("CCNA") and desires to enter into a "continuing contract" with ENGINEER within the meaning the CCNA; and

WHEREAS, ENGINEER represents it is capable and prepared to provide such services under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - TERM; AGREEMENT NOT EXCLUSIVE

This Agreement shall remain in effect for a term of five (5) years from the Effective Date (the "Initial Term"). At the conclusion of the Initial Term, this agreement shall renew automatically for successive one (1) year terms (the "Renewal Terms") unless terminated by either party pursuant to Article 13 below. All Renewal Terms shall provide for the completion of all tasks previously authorized by the Town in accordance with Article 2.

Nothing in this Agreement shall prevent the Town from employing other Consultants to perform the same or similar services. The Town also retains the option, at its sole discretion, to perform any and all professional engineering services by utilizing Town employees or other engineers.

ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT; INSTRUMENT OWNERSHIP

2.1 - Services

ENGINEER shall perform certain professional general civil/engineering services and such other related services as may be required by the Town from time to time which are specifically authorized by the Town and set forth in a specific Scope of Services. Each such specific authorization will be referred to as a Consultant Services Authorization ("CSA"). Each CSA shall be designated as a consecutively numbered exhibit to this Agreement and shall be attached hereto and incorporated by reference as part of this Agreement. Each CSA form will set forth a specific scope of services, total amount of compensation and completion date. An individual CSA for projects costing up to twenty five thousand dollars (\$25,000.00) must be approved by the Mayor or Town Administrator prior to commencement of any work by ENGINEER. For all projects valued in excess of twenty five thousand dollars (\$25,000.00), the individual CSA must be approved by the Town Commission prior to commencement of any work by ENGINEER.

2.2 - Ownership

All instruments of professional services including, but not limited to, documents, records, disks, original drawings and/or other information created and/or procured by ENGINEER for any authorized Project shall become the property of the Town upon completion of the work for which the asset was utilized and upon payment by the Town in accordance with Article 16.

ARTICLE 3 - COMPENSATION

3.1 - General

The Town shall pay ENGINEER in accordance with each individual CSA; however such CSA shall be based upon the Fee Schedule attached hereto as Exhibit "A" and incorporated by reference as part of this Agreement. Such Fee Schedule may be adjusted by mutual consent of both parties. Compensation based upon such Fee Schedule will be negotiated as a lump sum price or as an hourly rate for each individual

CSA as set forth in Article 2 hereinabove.

3.2 – Reimbursable Expenses

All requests for payment of "out-of-pocket" expenses which may be eligible for reimbursement shall be included on the individual CSA applicable to the project. Copies of paid receipts, invoices or other documentation acceptable to the Town Manager may be requested by the Town for documentation sufficient to establish that the expense was actually incurred. No payment will be made for items not listed on the CSA unless approved by Town Manager prior to the expenditure by ENGINEER.

ARTICLE 4 - INSURANCE

During the performance of the services under this Agreement, ENGINEER shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

1. **General liability** insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
2. **Automobile liability** insurance with bodily injury limits of not less than \$500,000 for each person and not less than \$500,000 for each accident and with property damage limits of not less than \$500,000 for each accident.
3. **Workers' Compensation** insurance in accordance with statutory requirements and employer's liability insurance with limits of not less than \$100,000 for each accident, \$100,000 for each disease, and \$500,000 aggregate.
4. **Professional liability** insurance with limits of not less than \$1,000,000 annual aggregate.

ENGINEER shall furnish the Town certificates of insurance which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to the Town. ENGINEER shall include the Town as an additional insured on the general liability and

automobile liability insurance policy required by the Agreement. All of ENGINEER's subcontractors shall be required to include the Town and ENGINEER as additional insureds on their general liability insurance policies. ENGINEER shall not commence work under this Agreement until all insurance required as stated herein has been obtained and certificates evidencing same are filed with the Town.

ARTICLE 5 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and shall be obligated to correct services which fall below such standards at no additional cost to the Town. ENGINEER warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 6 - INDEMNIFICATION

ENGINEER agrees to protect, indemnify, provide costs of defense and hold harmless the Town, its employees and representatives, from and against any and all claims and liabilities, including all attorneys' fees and court costs, including appeals, for which the Town, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property to the extent occurring by reason of any negligent or intentional acts or omissions of ENGINEER, its employees or agents, including subcontractors, in the performance of services under this Agreement. ENGINEER shall not be required to indemnify the Town or its agents, employees or representatives when an occurrence results from the wrongful acts or omissions of the Town or its agents, employees or representatives. The terms and conditions of this Article shall survive the completion of all services, obligations and duties provided for in this Agreement as well as the termination of this Agreement for any reason.

ARTICLE 7 - INDEPENDENT CONTRACTOR

ENGINEER undertakes performance of the services as an independent

contractor and shall be wholly responsible for the methods of performance utilized. ENGINEER shall not pledge the Town's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. ENGINEER further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 - AUTHORITY TO PRACTICE

ENGINEER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the services, ENGINEER will comply with applicable regulatory requirements, including federal, state, special district and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 10 - SUBCONTRACTING

The Town reserves the right, in its sole discretion, to accept or reject the use of a subcontractor and to inspect all facilities of any subcontractor to ensure that the selected subcontractors will be able to perform properly under this Agreement. If a subcontractor fails to perform or make progress as required by any CSA and it becomes necessary to replace the subcontractor in order to complete the work in a timely fashion, ENGINEER shall promptly provide a replacement, subject to acceptance of the new subcontractor by the Town.

ARTICLE 11 - FEDERAL AND STATE TAXES

The Town is exempt from federal tax and state sales and use taxes. Upon request, the Town will provide an exemption certificate to ENGINEER. ENGINEER is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the Town, nor shall ENGINEER be authorized to use the Town's Tax

Exemption Number in securing such materials.

ARTICLE 12 - AVAILABILITY OF FUNDS

The obligations of the Town under this Agreement and any CSA are subject to the availability of funds lawfully appropriated for its purpose by the Town Commission of the Town of Palm Beach Shores. ENGINEER may rely on the execution of an individual CSA as evidence that funds have been appropriated.

ARTICLE 13 - TERMINATION OF AGREEMENT

This Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice to the other. Unless ENGINEER is in breach of this Agreement, ENGINEER shall be paid for services rendered to the Town's reasonable satisfaction through the date of termination. Notice as required hereunder shall be sufficient when provided in accordance with Article 14 hereinbelow.

ARTICLE 14 - NOTICE

Any notice, demand, communication or request required or permitted hereunder shall be in writing and delivered in person, by facsimile or sent by certified mail as follows:

AS TO TOWN	WITH COPY TO	AS TO ENGINEER
Wendy Wells Town Administrator Town of Palm Beach Shores 247 Edwards Lane Palm Beach Shores, FL 33404	Keith W. Davis, Esq. Town Attorney Davis & Associates, P.A. 701 Northpoint Parkway, Suite 205 West Palm Beach, FL 33407	James Barton, P.E. President Florida Technical Consultants LLC 533 East Ocean Avenue Suite 02 Boynton Beach, FL 33435

Notices shall be effective when received at the addresses as specified above. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. on weekends or holidays will be

deemed received on the next business day. The original of the notice must additionally be sent by certified mail. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice sent by regular mail or facsimile to the other party.

ARTICLE 15 - UNCONTROLLABLE FORCES

Neither the Town nor ENGINEER shall be deemed in default of this Agreement if delays or failure of performance is due to uncontrollable forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable force(s)" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage and governmental actions. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. Notice as required hereunder shall be sufficient when provided in accordance with Article 14 hereinabove.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

ARTICLE 16 - OWNERSHIP OF DOCUMENTS

ENGINEER shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. All instruments of professional services, including, but not limited to, documents, records, disks, original drawings or other information created or procured by ENGINEER for any Project which is the subject of this Agreement and an individual CSA shall, upon

completion of the work and payment of all monies due ENGINEER, become the property of the Town for its use and/or distribution as may be deemed appropriate by the Town. However, both parties specifically acknowledge and agree that any re-use of such documents by the Town, for other than the specific purpose intended, without written verification and adaption by ENGINEER for such specific purpose will be at the sole risk of the Town and without liability or legal exposure to ENGINEER.

ARTICLE 17 - ACCESS AND AUDITS

ENGINEER shall maintain adequate records to justify all charges and costs incurred in performing work authorized under this Agreement and individual CSAs for at least three (3) years after completion of the applicable project. The Town shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal working business hours at ENGINEER'S place of business.

ARTICLE 18 - NON-DISCRIMINATION

ENGINEER warrants and represents that all of its employees are treated in a fair and equitable manner without regard to race, color, religion, gender, age or national origin.

ARTICLE 19 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incidental to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 20 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The Town and ENGINEER each binds itself and its partners, successors, assigns and legal representatives to the Town and to the Town's partners, successors, executors, administrators, assigns and legal representatives. ENGINEER shall not assign this Agreement without the express written approval of the Town.

ARTICLE 22 - SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

ARTICLE 23 - OFFICE OF THE INSPECTOR GENERAL

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Town shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Town, as well as contractors and lobbyists of the Town in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

ARTICLE 24 - PUBLIC RECORDS

In accordance with Sec. 119.0701, *Florida Statutes*, ENGINEER must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described herein. Upon request, ENGINEER must provide the public with access to such records in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Further, ENGINEER shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described herein are not disclosed except as authorized by law. Finally, ENGINEER shall retain the records described in this paragraph throughout the performance of the work described herein, and at the conclusion of said work and upon request, transfer to the Town, at no cost to the Town, all such records in the possession of ENGINEER and destroy any duplicates thereof. Records that are stored electronically must be transferred to the Town in a format that is compatible with the Town's information technology systems.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE TOWN CLERK, RECORDS CUSTODIAN FOR THE TOWN, AT (561) 844-3457, OR AT jgoudreau@pbstownhall.org, OR AT 247 EDWARDS LANE, PALM BEACH SHORES, FLORIDA 33404.

ARTICLE 25 - ENTIRETY OF AGREEMENT

The Town and ENGINEER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

Town of Palm Beach Shores

ATTEST:

Alan Fiers, Mayor

(SEAL)

Jude Goudreau, Town Clerk

Approved as to form and legal
Sufficiency

Keith W. Davis, Esq., Town Attorney

WITNESSES:

Florida Technical Consultants LLC

James Barton, P.E. President

(Corporate Seal)



Professional Services Fees

October 1, 2022

Florida Technical Consultants Fee Schedule 2022 - 2028

Position	Rate	Rate	Rate
	Oct 2022 – Sept 2024	Oct 2024 – Sept 2026	Oct 2026 – Sept 2028
Principal	\$165	\$170	\$175
Project Manager	\$155	\$160	\$165
Senior Professional Engineer	\$150	\$155	\$160
Project Engineer	\$140	\$145	\$150
Construction Services Manager	\$130	\$135	\$140
Project GIS Analyst	\$125	\$130	\$135
Sr. CAD Manager	\$115	\$120	\$125
Field Inspector	\$115	\$120	\$125
Junior Engineer	\$115	\$120	\$125
GIS Specialist	\$105	\$110	\$115
CAD Technician	\$105	\$110	\$115
GIS Technician	\$105	\$110	\$115
Clerical	\$65	\$70	\$75

Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488 or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

James Barton, P.E.
President
Florida Technical Consultants



October 31, 2022

Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, Florida 33404

Attention: Ms. Jude Goudreau

Reference: Professional Engineering Services
On a Continuing Contract Basis
ENG-22-01

Dear Ms. Goudreau:

We are pleased to submit the following proposal for professional services in connection with continuing traffic and civil engineering services as requested and defined in the Request for Qualifications for Professional Engineering Services (ENG-22-01) for the contract period provided by the Town of Palm Beach Shores. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Town of Palm Beach Shores, 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. Design and construction management of stormwater/drainage facilities and projects, roadway, sidewalk, curb and gutter, parks and recreation facilities, infrastructure facilities, general municipal engineering services, plan review services, building design services, consultation for emergency water/stormwater/roadway repairs, inspection services for emergency water/stormwater/roadway repairs, and other professional civil and traffic engineering services requested by the Town of Palm Beach Shores.
2. Additional services requested by the Client and agreed to by the Consultant.

_____ Int.

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

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

Furnish at no cost to the Consultant:

1. Name and address of property owner.
2. All permit application and governmental fees and any required bonds/surety.
3. Accurate Site Plan in .dwg format.
4. Complete Conditions of Approval imposed during the planning and zoning process.
5. Soil borings and analysis.
6. Construction testing.
7. Traffic counts, if required.
8. 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)

9. 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.
10. All required easements for proposed (and existing if no easements exist) infrastructure (drainage, water, sewer as applicable) will be provided by the Client.
11. Cost estimates for the proposed infrastructure to be provided by Client's Contractor and provided to Consultant as soon as available.
12. Coordinate utility locates and CCTV services as required by the City as part of the PPRC process. Video record of existing gravity sewer and stormwater/drainage lines adjacent to the project, and "soft dig" report showing horizontal and vertical location of existing utilities determined to be potential conflict with proposed improvements. It is required that the Client contract this work during the Conceptual Engineering Plan phase so that proposed utility and drainage connection locations are established. The Client's Surveyor shall plot this information on the design survey and provide to Consultant in .dwg format.
13. "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.
14. Details regarding required conduit locations for irrigation and utilities, etc. (if any).

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

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

For Items 1 and 2 in the Scope of Services, the Consultant shall be paid an hourly rate of \$160 for Principal, \$185 for Traffic Principal, \$250 for Expert Testimony, \$160 for Senior Traffic Engineer, \$150 for Senior Engineer, \$135 for Engineer, \$100 for Senior Technician, \$80 for Technician, \$50 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at \$.625 per mile (IRS mileage rate), printing, postage, courier (flat fee of \$25.00 for distances less than 100 miles) and reproduction. The above fees are guaranteed for the duration 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

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.
President

Accepted by:

Town of Palm Beach Shores

Signature: _____

Company/Individual: _____

Title: _____

Date: _____



November 2, 2022
Revised 11/03/2022

Town of Palm Beach Shores
247 Edwards Lane
Palm Beach Shores, Florida 33404

Attention: Ms. Jude Goudreau

Reference: Palm Beach Shores Roadway Overlay Project
ENG-22-02
Town of Palm Beach Shores, Florida

Dear Ms. Goudreau:

We are pleased to submit the following proposal for professional services in connection with design review, permitting and construction observation of the above project located on Lake Drive and Inlet Way in the Town of Palm Beach Shores, Florida. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for Town of Palm Beach Shores, 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. Review Pavement Overlay and Restriping Plans and Details/Notes in accordance with the Town of Palm Beach Shores requirements. Issue comments and re-review plans as necessary. Upon plan approval issue permit on behalf of the Town of Palm Beach.
2. 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.

_____ Int.

Scope of Services (Continued)

3. Revisions to the above based on Plan changes or items beyond the control of the Consultant.
4. Additional services requested by the Client and agreed to by the Consultant.

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. Soil borings and analysis.
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.
4. 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.

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

5. Cost estimates for the proposed infrastructure to be provided by Applicant.
6. “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.
7. 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

For Items 1 through 4 in the Scope of Services, the Consultant shall be paid an hourly rate of \$160 for Principal, \$185 for Traffic Principal, \$250 for Expert Testimony, \$160 for Senior Traffic Engineer, \$150 for Senior Engineer, \$135 for Engineer, \$100 for Senior Technician, \$80 for Technician, \$50 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at \$.625 per mile (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 1 and 2 to be \$7,500.00. 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.

Fees to be Paid (Continued)

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

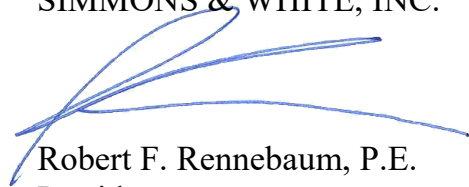
This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable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

Accepted by:

Town of Palm Beach Shores

Signature: _____

Company/Individual: _____

Title: _____

Date: _____

Please fill in the following information and/or attach a business card when returning your signed proposal.

Client’s Telephone: (_____) _____

Client’s Facsimile: (_____) _____

Client’s E-Mail Address: _____

ATTACHMENT "A"

DESCRIPTION OF SERVICES DURING CONSTRUCTION

1. Review pre-construction meeting submittals and attend pre-construction meeting.
2. Observe storm sewer construction, including tie-ins to existing facilities.
3. Observe road subgrade construction.
4. Observe parking base construction.
5. Observe sidewalk/curbing/handicap construction.
6. Conduct "pre" final observation and develop punchlist based on field review.

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

7. Conduct semi-final and final inspection with Project Engineer.
8. 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 Town 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 Town informed of the progress of the work and will endeavor to guard Town 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.
9. Project Certifications: Upon the Contractor's completion of the required site improvements, and upon receipt, review and approval of Engineer's Final Certification and Survey As-Builts, provide final approval and release. Engineer will review and submit record drawings together with letters of certification to the applicable governing agencies.

ATTACHMENT "A"
PAGE TWO

10. Review job progress with Town.
11. Review Construction Pay Estimates.
12. At the Town'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 Town's request to perform work outside of the scope outlined in this attachment authorizes Consultant to perform the requested task(s) and Town shall provide due compensation in accordance with the terms of this contract, should the requested services exceed the estimated hourly budget provide