



April 26, 2019

Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

Attention: Mr. Tom Lundeen, P.E.

Reference: Wellington Lake Boardwalk
Village of Wellington, Florida

Dear Mr. Lundeen:

We are pleased to submit the following proposal for professional services in connection with the Town Center bulkhead and boardwalk improvements. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for the Village of Wellington, 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:

I. CIVIL ENGINEERING DESIGN

1. Coordinate project team and attend pre-engineering meeting with the Village of Wellington staff to discuss final bulkhead, boardwalk, electrical and littoral design parameters.
2. Review Survey information (to be provided by the Client) and create Basemap for schematic and final design.

NOTE: Survey to be provided in AutoCAD.

3. Based on results of Item 1, develop final boardwalk schematic design including geometric layout, width, materials and other design considerations. Incorporate Phase I floating dock sizes and locations.

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Scope of Services (Continued)

4. Coordinate final schematic design review meeting with project team and Village of Wellington staff. Obtain any final comments to incorporate into construction drawings.
5. Based on Client's approval of final schematic design, prepare Construction Drawings and specifications for Phase I boardwalk and hardscape improvements including water services and conduits.

NOTE: This Item assumes water services will be considered "plumbing" and will be fed from the Community Center (or other metered source). No utility or Health Department permitting is included. No fire hydrants or fire protection design is included.

6. Prepare permit applications and submit to South Florida Water Management District for lake bank bulkheading and lake slope modifications. This Item assumes no littoral zones are required and any loss of storage/compensating storage will be provided off-site via existing Basin surplus. Village of Wellington engineering staff to assist with responding to South Florida Water Management District comments regarding off-site compensating storage (if required).

NOTE: No other permitting is anticipated to be required. Client to coordinate any required internal building permits (structural/electrical).

7. Prepare Preliminary Engineer's Cost Estimate of planned improvements. Prepare schedule of bid items and coordinate with Village of Wellington Construction Manager at Risk. Respond to Requests for Information (RFI's) during the Construction Management at Risk process.
8. Provide services during construction as required to certify the completed project to the governing agencies.

II. BULKHEAD AND STRUCTURAL DESIGN

9. Attend kick-off meeting to coordinate with project team and Village of Wellington staff regarding project goals, special design requirements, schedule, etc.

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Scope of Services (Continued)

10. Gather pertinent site information including most recent property Survey and site layout plan (to be provided by Client in AutoCAD) and any other relevant wall design parameters including additional topographic information along lakeside edge as necessary.
11. Using information gathered above and prior Village input, develop schematic design drawings for the proposed segmented block wall layout, typical cross sections, and details. Provide upgrade options and associated cost increases considering issues of service life, maintenance, bench/cap options, and aesthetics.
12. Review schematic design with Client and make modifications as necessary. Once approval to proceed is received, commence design development and construction drawings tasks.
13. Obtain Geotechnical Report and boring location information from Ardaman & Associates in order to develop wall design and footer (cost included in fee).
14. Develop construction drawings and specifications for all aspects of the bulkhead component to include the following:
 - a. Bulkhead layout plan.
 - b. Cross sections and details on bulkhead, footer, and end returns.
 - c. Details on transitions to existing floating docks and fixed pier, and access ramps.
 - d. Accommodations for lighting, benches, hardscape features, future expansion areas.
15. Coordinate with Client on schedule of bid items for Construction Manager at Risk, bid line items, drawing/spec format and finalize package.
16. Assist with solicitation of bids including attendance of pre-bid meeting, review and respond to questions, review bids, and make recommendations on contract award.

Scope of Services (Continued)

17. Provide signed/sealed construction drawings for selected Contractor's use in obtaining a building permit.
18. Review Contractor schedule and submittals for compliance with construction drawings and specifications.
19. Conduct periodic site visits to observe progress, compliance with drawings and specifications.
20. Conduct final inspection and punchlist.

III. ELECTRICAL DESIGN

21. Attend two (2) design meetings with the Client to define the scope and review lighting fixture selections.
22. Visit the site to verify existing electrical service equipment locations and capacity.
23. Prepare Photometric Site Plan Drawings indicating the proposed lighting fixture locations for the proposed new Boardwalk for submittal to the Village of Wellington. The plan will be designed in accordance with the applicable Lighting Criteria and will include the following items:
 - a. Drawing scale.
 - b. North arrow.
 - c. Engineer's signature and seal.
 - d. Light fixture locations.
 - e. Fixture types.
24. Respond to and address any comments generated by the Client during their review and incorporate any required revisions into the documents.

Scope of Services (Continued)

25. Prepare construction drawings and specifications setting forth the requirements for permit and construction of the site lighting system along with power outlets for future vendor use including power distribution and control for the proposed fixtures from the existing electrical service if adequate or a new service if required. The plan will include the following items:
 - a. Lighting fixture locations.
 - b. Lighting controls.
 - c. Power outlet locations.
 - d. Circuit designations.
 - e. Conduit and wire sizes.
 - f. Conduit routing.
 - g. Load calculations.
 - h. Riser diagram.
 - i. Panelboard schedules.
 - j. Electrical Equipment locations.
26. Respond to and address any comments generated by the Client during their review and incorporate any required revisions into the documents.
27. Construction observation services as needed.
28. Certification:
 - a. Night visit to confirm installation complies with approved design.

IV. LITTORAL ZONE DESIGN (IF REQUIRED)

29. Coordination with the Client and the project team to review and agree on the design program for the development of a lake littoral zone at the base of the proposed boardwalk. Following the initial design coordination meeting, Cotleur & Hearing will prepare a Lake Littoral Planting Plan for the purposes of bidding, permitting and construction implementation.

Scope of Services (Continued)

The Lake Littoral Planting Plan will identify the quantity, quality, species and specifications of all proposed aquatic plant materials. Specifications for bidding and permit implementation will be provided on the plans. For the purposes of this proposal, it is not anticipated that the standard year-long monitoring and reporting program will be required.

V. REVISIONS/ADDITIONAL SERVICES

30. Revisions to the above based on Site Plan changes or items beyond the control of the Consultant.
31. 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. All permit application and governmental fees and any required bonds/surety.
2. Soil borings and analysis other than specifically included in the Scope.
3. Construction testing.
4. 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.

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

5. 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.
6. 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.
7. "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.
8. Specific architectural details such as entry feature paver surface details and specifications, landscape, handicap entrances and access points, or other items to be shown on the engineering plans for information purposes.
9. Architectural details showing the size locations of water stub-outs.
10. Any landscape, berming and irrigation modifications that may be required to perform the specified design.
11. Details regarding required conduit locations for irrigation and utilities, etc.
12. All tenant specific requirements shall be supplied to Consultant by Client or Client's representatives prior to preparation of the plans by consultant. Any specific requirements supplied after plan completion (permit submittals) will be incorporated into the site development plans on an hourly basis (a separate negotiated work authorization).

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

The Consultant shall be paid the following lump sum fees and hourly fee estimates for the Items in the Scope of Services:

I. CIVIL ENGINEERING DESIGN

Items 1 - 7 – Civil Engineering Design	=	\$27,500.00
Item 8 – Construction Administration	=	\$ 7,500.00 (hourly budget)

II. BULKHEAD AND STRUCTURAL DESIGN

Items 9 - 12 – Schematic Design	=	\$ 3,500.00
Items 13 - 17 – Bulkhead Construction Plans	=	\$17,500.00
Items 18 - 20 – Construction Administration	=	\$ 4,000.00

III. ELECTRICAL DESIGN

Items 21 - 26 – Electrical/Lighting Plans	=	\$ 7,500.00
Items 27 & 28 – Electrical Certification	=	\$ 3,000.00 (hourly budget)

IV. LITTORAL ZONE DESIGN (IF REQUIRED)

Item 29 – Littoral Zone Design	=	\$ 3,500.00 (hourly budget)
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Fees to be Paid (Continued)

For Items 8 and 27 through 31, the Consultant shall be paid an hourly rate of \$180 for Principal, \$200 for Traffic Principal, \$250 for Expert Testimony, \$160 for Senior Traffic Engineer, \$150 for Senior Engineer, \$130 for Engineer, \$115 for Senior Technician, \$100 for Technician, \$60 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at \$.60 per mile, printing, postage, courier (flat fee of \$25.00 for distances less than 100 miles) and reproduction.

We estimate the cost of Item 8 to be \$7,500.00, Items 27 & 28 to be \$3,000.00, and Item 29 to be \$3,500.00. It should be emphasized that these estimates are for budget purposes only and should not be considered guaranteed amounts. The above fees are subject to increase one year from the date of this proposal.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant's normal hourly billing rates, of the time devoted to such proceeding by its employees.

Pursuant to Section 558.0035 of Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence.

Construction Phase Services

Services during construction will endeavor to provide protection for the Client against defects and deficiencies in the work of the Contractor. However, the furnishing of services during construction does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety.

Estimates

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.

Mr. Tom Lundeen, P.E.
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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:

Village of Wellington

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: _____