

Shimmering Dell Easement  
 Effingham County  
 CCI File No: 24-939.000  
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**OWNER-ENGINEER AGREEMENT**

**The Effective Date of this Agreement is:** October 31, 2024

**Owner:** Mr. Jonathan Hulme  
 Effingham County Engineer  
 Effingham County  
 804 South Laurel Street  
 Springfield, GA 31329

**E-mail:** jhulme@effinghamcounty.org

**Re:** **Professional Services for:  
 Shimmering Dell Easement  
 Effingham County  
 CCI File No: 24-939.000**

<u>Phase</u>	<u>Totals</u>
Surveying Services	\$ 21,000.00
<b>GRAND TOTAL</b>	<b>\$ 21,000.00</b>

Coleman Company, Inc. (CONSULTANT) shall perform surveying services of Shimmering Dell Easement which generally includes to establishing an easement plat which includes a partial topographic survey for design purposes of Shimmering Dell Easement.

**1. SURVEYING SERVICES**

**D. BOUNDARY SURVEY {PARTIAL}**

Using available property records and property title information provided by the OWNER, the CONSULTANT shall survey the metes, bounds of the property, and prepare a recordable plat in conformance with the minimum standards of all applicable state and local jurisdictions. The survey shall not be prepared in conformance with ALTA standards. If the OWNER requires the CONSULTANT to provide a title package for the completion of this phase it shall be provided as an additional service upon OWNER authorization. Missing property corners shall be replaced by setting 1" iron pipes. The CONSULTANT will conduct the necessary research and field work in the area where the proposed easement will be located.

LUMP SUM FEE: \$ 4,900.00

**J. TOPOGRAPHIC SURVEY**

The CONSULTANT shall prepare a topographic survey of the project area including all necessary offsite areas. A minimum of two permanent benchmarks shall be set within the project limits. Benchmarks will be established by setting pairs of control monuments in each site using RTK GPS. The survey shall utilize a coordinate system based on the Georgia State Plane Coordinate System, East Zone, North American Datum of 1983 (NAD 83). Elevations shown shall be based on the North American Vertical Datum of 1988 (NAVD 88). The survey shall establish grades and lines of streets, pavement, curbs, walks and other improvements on or adjacent to the site. All features or improvements at or above grade such as buildings, wall, signs, utility boxes or vaults, and other salient features shall be located and shown on the survey. Contour lines at 1-foot intervals and spot elevations shall be shown on the survey.

LUMP SUM FEE: \$ 6,458.00

1480 Chatham Parkway, Suite 100 / Savannah, GA 31405  
 (Office) 912-200-3041 • (Fax) 912-200-5916

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**M1. MAGNETIC UTILITY SURVEY**

A magnetic utility locate will be provided on the subject area. (Only traceable utilities can be located). All Underground Utility Survey information shall be shown on corresponding Topographic Surveys.

P. FINAL/EASEMENT PLAT LUMP SUM FEE: \$ 2,875.00

Submit a recorded plat of the property that includes all existing and newly created parcels and easements.

LUMP SUM FEE: \$ 6,767.00

CCI will begin work on this Project approximately two to four (2-4) weeks from receipt of an executed Agreement.

If the arrangements set forth in this Agreement are acceptable to you, please sign this letter in the spaces provided and return them to us. This proposal will be open for acceptance for 180 days from the date this agreement was drafted unless changed by CCI in writing. We appreciate the opportunity to prepare this proposal and look forward to working with you on the Project.

The parties agree and acknowledge that any of the parties hereto may execute this agreement and the other party may rely upon such electronic signature as an original record of signature. The parties warrant and represent that the person executing this Agreement for each party has the authority to bind that party.

**13. ADDITIONAL SERVICES**

A. Should the OWNER request any services not listed above then the cost of those services will be (a) as agreed to in a written modification of the Agreement or (b) in accordance with the terms of "Services on a Time and Expense Basis" schedule attached hereto as Exhibit "A" (Hourly Rate Schedule).

**14. PAYMENT DUE WHEN SERVICES RENDERED**

A. The agreement ("Agreement") between Effingham County Board and CCI consists of this Agreement and the General Conditions. The General Conditions are attached hereto and incorporated herein by this reference.

**15. EXCLUSION**

- A. Items not included in the scope of services are as follows:
  - 2. PLANNING SERVICES
  - 3. ENVIRONMENTAL SERVICES
  - 4. CIVIL DESIGN SERVICES
  - 5. PERMITTING SERVICES
  - 6. CIVIL CONSTRUCTION SERVICES
  - 7. CIVIL CONSTRUCTION CLOSE-OUT SERVICES
  - 8. NPDES SERVICES
  - 9. NPDES SAMPLING and REPORTING SERVICES
  - 10. SOILS REPORT/GEOTECHNICAL INVESTIGATION SERVICES
  - 11. LANDSCAPE DESIGN SERVICES
  - 12. TIME and MATERIALS

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- B. CCI services does not include day to day construction observation, resident inspection, construction monitoring or work performed by others unless otherwise stated above.

Very Truly Yours,

**Coleman Company, Inc.**

*Michael D. Fell, Jr.*

Michael D. Fell, Jr.  
Director of Survey

MDF,Jr/sawr

**EFFINGHAM COUNTY**

By: \_\_\_\_\_

Its: Effingham County Engineer  
\_\_\_\_\_

Date: \_\_\_\_\_

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**GENERAL CONDITIONS TO AGREEMENT  
BETWEEN COLEMAN COMPANY, INC.  
AND EFFINGHAM COUNTY**



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**1. PAYMENT FOR SERVICES**

For services rendered, Owner shall pay CCI the amount outlined in the Scope of Services.

Project related costs for printing; reproductions; postage, handling and delivery; and authorized out of town travel and subsistence will be billed as Reimbursable Expenses.

Projects will be billed monthly or at the completion of the work, whichever comes sooner, with payment due upon receipt. Payment shall be considered overdue after forty-five (45) days from date of invoice, with interest charged at a monthly rate of 1.5 percent (18 percent annual rate).

CCI reserves the right to suspend work under this Agreement or any other work to be performed by CCI for Owner or any of its affiliates under a separate agreement or agreements with CCI in the event of delinquent payment by Owner to CCI hereunder or in the event of delinquent payment by Owner or its affiliates to CCI under a separate agreement or agreements. For all purposes hereof, affiliate shall mean (i) in the case of an individual, any relative of any person listed among the following, (ii) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of any class of the voting securities of or equity interest in the Owner, (iii) any corporation, partnership, limited liability company, trust or other entity controlling, controlled by or under common control with the Owner, or (iv) any officer, director, trustee, partner, manager, employee or holder of 5 percent or more of the outstanding voting securities of any corporation, partnership, limited liability company, trust or other entity controlling, controlled by, or under common control with the Owner.

**2. OWNERSHIP OF INSTRUMENTS OF SERVICE**

All reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by CCI as instruments of service shall remain the property of the CCI. CCI shall retain all common law, statutory, and other reserved rights, including, without limitation, the copyrights thereto. CCI shall retain these records for a period of two (2) years following their completion during which period copies will be made available to the Owner at reasonable times.

**3. INDEPENDENT CONTRACTOR**

CCI shall be an Independent Contractor with respect to all work performed hereunder and neither CCI nor those employed by CCI to perform such work shall be deemed the agents, representative, employees, or servants or Owner in the performance of such work or any part thereof.

**4. OWNERS RESPONSIBILITIES**

**A. Access**

Owner shall make provisions for CCI to enter upon public and private lands as required to perform such work as surveys and inspections in development of the Project.

**B. Owner's Representative**

The Owner shall designate in writing one person to act as Owner's Representative with respect to the work to be performed under this Agreement. This Representative shall have complete authority to transmit instructions, receive information, interpret, and define Owner's policy and decisions, with respect to the product, materials, equipment, elements, and systems pertinent to the work covered by this Agreement.

**C. Fees**

The Owner is responsible for payment of fees associated with the Project. Such fees include permit review and application fees, impact fees, and capacity fees. CCI will notify the Owner regarding the amount of fees and timing of payment.

**5. CCI'S STANDARD OF CARE**

The professional services performed under this Agreement, as defined in the Scope of Services, shall be consistent with sound practices, and shall incorporate federal, state, and local regulations and standards that are applicable at the time CCI rendered its services. CCI will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the area under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document, or otherwise.

**6. OPINIONS OF PROBABLE COSTS**

Since CCI has no control over the cost of labor, materials, or equipment; the Contractor's methods of determining prices; competitive bidding or market conditions, its opinions of probable construction costs provided for herein are to be made on the basis of its experience and qualifications. These opinions represent his/her best judgment as a design professional familiar with the construction industry. However, CCI cannot and does not guarantee that proposals, bids, or the construction cost will not vary from opinions of probable construction costs prepared by CCI.

**7. INSURANCE**

During the term of the Agreement, CCI shall maintain insurance listed below with insurers satisfactory to Owner:

**A. Workers Compensation and Employers Liability**

Employer's liability coverage shall be for a minimum of \$1,000,000.00. CCI shall provide for or require any subcontractor to maintain similar coverage for the subcontractor's employees employed in connection with the Project.

**B. Public Liability Including Completed Operations**

(i) Bodily injury and property damage shall be for a minimum of \$1,000,000 for a Combined Single Limit.

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**GENERAL CONDITIONS TO AGREEMENT  
BETWEEN COLEMAN COMPANY, INC.  
AND EFFINGHAM COUNTY**

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(ii) Public Liability Insurance shall include "contractual" coverage for the indemnity clause set forth in Paragraph 10.

(iii) If the work involves hazards due to blasting or explosion, or the hazards of the collapse of or any building due to excavation, pile driving, shoring, underpinning, etc., or the hazards of injury to or destruction of underground wiring, piping, etc., arising from the use of mechanical equipment then the policy shall be expressly endorsed to cover such hazards.

**C. Automobile Liability**

Coverage shall be for non-owned hired vehicles and owned vehicle set forth below:

Bodily injury and property damage shall be for a minimum of \$1,000,000 each occurrence for a combined single limit.

**D. Professional Liability**

Professional liability insurance in the amount of \$1,000,000 each claim with an aggregate of \$2,000,000 to include the failure of CCI to perform the services covered under this contract and for the acts or omissions of CCI, its agents, and employees performing any of CCI's services under this contract.

**8. LIMITS OF LIABILITY**

Services to be performed by CCI under this Agreement are intended solely for the benefit of the Owner. Nothing contained herein shall confer any rights upon or create any duties on the part of CCI toward any person or persons not a party to this Agreement including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

**A. General Liability**

**The Owner agrees to limit CCI's and its employees' liability to the Owner and to all construction Contractors and Subcontractors on the project due to CCI's negligent acts, errors, or omissions, such that the total aggregate liability of CCI to those named shall not exceed \$50,000.00 or CCI's total fee for services rendered on the project described in this contract, whichever is greater. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

**B. Construction Staking**

**The Owner agrees to limit CCI's and its employees' liability to the Owner and to all construction Contractors and Subcontractors on the project due to CCI's negligent acts, errors, or omissions, such that the total aggregate liability of CCI to those named shall not exceed CCI's total fee for services rendered on the project described in this contract. This liability cap may be increased by mutual consent of both parties and in exchange for additional compensation.**

**9. ACTS OF OTHERS**

CCI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). CCI shall not be responsible for the failure of Contractor(s) to perform the work in accordance with contract documents.

CCI shall not be responsible for the acts, omissions, means, methods, or specifications of other design professionals involved in the project. Unless specifically stated otherwise, CCI's work and responsibility under this Contract terminates at the building pad or within five (5) feet of the building, whichever is greater, for any proposed building. The Owner/Architect/Contractor is responsible for compliance with codes, regulations, manufacturer specifications, and construction methods related to the building structure. In no circumstances is CCI responsible for any portion of the building, especially as relates to moisture or mold.

**10. INDEMNIFICATION**

To the fullest extent permitted by law, CCI shall indemnify and hold harmless Owner, Owner's officers, directors, partners, employees, and agents from and against claims, costs, losses and damages caused solely by the negligent acts of CCI or CCI's officers, directors, partners, employees, agents and CCI's consultants in the performance of CCI's services under this Agreement. The indemnification does not extend beyond the work of CCI.

**11. APPLICATIONS FOR PERMITS AND CERTIFICATES REQUESTED ON BEHALF OF OWNER**

The Owner shall indemnify and hold CCI harmless from and against any and all judgments, losses, damages, and expenses (including attorney fees and defense costs) arising from or related to claims by third parties to challenge the issuance of permits or certificates of the Project by agencies with jurisdictions in the premises. Defense costs shall include the time and expenses of CCI's personnel to assist in the defense of the issuance of the permit or certificate.

**12. SIGNAGE**

Owner agrees to allow CCI to place a sign on the job site during construction. The sign will indicate that CCI performed services. CCI is responsible for the sign installation and removal.

**13. ASSIGNMENT**

Neither this contract nor any rights or duties hereunder may be assigned or delegated to any other person or entity by either party without the express written consent of the other party.

**14. MERGER/MODIFICATIONS**

This Agreement represents the entire understanding between you and us with respect to the Project. All proposals, negotiations, and representations with reference to the matters covered by this Agreement are merged herein. This Agreement may only be modified in writing signed by both of us.

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## Consulting Services on a Time and Expense Basis

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Coleman Company, Inc. provides services on a time and expense basis as follows:

1. This basis includes allowance for direct salary expenses and for direct non-salary expenses.
2. When warranted, overtime will be charged for any non-salary employees. Overtime will be billed at 1-1/2 times the individuals charge rate.
3. Direct non-salary (reimbursable) expenses, including printing, reproduction, air travel, lodging, and meals are billed at cost. Outside consultant fees will be billed at 1 1/2 times the cost.
4. All rates and charges are effective as of **March 1, 2024**, including printing, reproductions, materials, travel and are subject to change at that time. New rates and costs will become effective to contracts in effect at the time of rate changes.

The current hourly rate charges for each skill position are as follows:

Engineering	Hourly Rate	Surveying	Hourly Rate	Planning/Landscape	Hourly Rate
Consultant	\$235.00	Consultant	\$235.00	Senior Land Planner	\$180.00
Senior Manager	\$210.00	Survey Manager	\$160.00	Landscape Architect III	\$155.00
Project Manager IV	\$190.00	Survey Project Manager IV	\$155.00	Landscape Architect II	\$135.00
Project Manager III	\$170.00	Survey Project Manager III	\$150.00	Landscape Architect I	\$120.00
Project Manager II	\$165.00	Survey Project Manager II	\$140.00	Landscape Designer II	\$120.00
Project Manager I	\$145.00	Survey Project Manager I	\$130.00	Landscape Designer I	\$110.00
Project Engineer III	\$170.00	3 Man Survey Crew	\$205.00	Land Development Coordinator	\$100.00
Project Engineer II	\$150.00	2 Man Survey Crew	\$165.00	Landscape Technician	\$100.00
Project Engineer I	\$135.00	1 Man Survey Crew	\$130.00	Landscape Intern	\$60.00
Designer III	\$130.00	Survey Technician IV	\$120.00		
Designer II	\$120.00	Survey Technician III	\$110.00		
Designer I	\$110.00	Survey Technician II	\$100.00		
Engineering Technician III	\$115.00	Survey Technician I	\$95.00		
Engineering Technician II	\$105.00	Survey Intern	\$60.00		
Engineering Technician I	\$100.00				
Engineering Intern	\$60.00				
Expert Witness	\$300.00				

Field Services	Hourly Rate	Administration	Hourly Rate
Inspector II	\$120.00	Development Services Manager	\$120.00
Inspector I	\$105.00	Administrative II	\$90.00
		Administrative I	\$85.00

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