



120 N. HWY 71
P.O. Box 141
WEWAHITCHKA, FLORIDA 32465

WWW.SOUTHEASTERNCE.COM
850.639.3860

March 25, 2021

Client: Elaine Boone
Project: Shell Bay Development Design & Permitting
Location: U.S. Highway 98
Franklin County, FL

Scope of Services:

- Conduct Pre-Application Meetings with Franklin County, Northwest Florida Water Management District, FDEP, and Additional Jurisdictional Agencies to Discuss the Proposed Development
- Develop Working Site Plan and Roadway Geometry based on conversations with the Client.
- Provide Grading and Drainage Plan as required to obtain ERP Stormwater Permit.
- Provide Drainage Calculations.
- Conduct Pre-Application Meeting with FDOT regarding the existing driveway connection to U.S. Highway 98.
- Obtain FDOT Driveway Connection Safety Upgrade Permit (Includes Trip Generation Report)
- Obtain FDOT Drainage Connection Permit
- Provide Geotechnical Report for pavement recommendations and required SWMF information.
- Provide Stormwater Pollution Prevention Plan (SWPPP)
- Prepare application and supporting documents as required to obtain Franklin County Development Order
- Provide Final Construction Drawings.
- Provide As-Built inspection services and final certification (As-Built Survey by Others)

Assumptions:

- It is the sole responsibility of the Owner to retain legal counsel (if required) for the preparation of subdivision documentation that may be required (or altered) in order to construct the proposed development.
- No sub-consultant survey services are included in this Agreement and shall be the responsibility of the Owner.
- No electrical or site lighting plan included in this Agreement.
- No traffic study or turn lane analysis included in this Agreement.
- No City Water or Sewer is available at the site. Each proposed lot will include a potable water well and on-site domestic wastewater system. The design and permitting (if applicable) for these services are outside the scope of this design.
- Boundary & Topographic Survey to be provided by others. (Including As-Built Survey)
- No irrigation plan provided in this agreement.
- This agreement does not include any wetlands delineation or wetlands related permitting.
- No permit submittal fees are included in this Agreement and shall be the responsibility of the Client.
- No NPDES permitting or NPDES related site inspections included in this Agreement.
- A separate Agreement will be provided for additional permit requirements/services not mentioned above prior to further work.

Method of Contract: Lump Sum – Please See Attached Authorization Form

Please sign the attached authorization form where indicated, and return a copy of the signed Agreement back to SCE at your earliest convenience. We appreciate the opportunity to provide our engineering services for this project. Should you have any questions, please feel free to give us a call for any further assistance.

Sincerely,
SOUTHEASTERN CONSULTING ENGINEERS, INC.

Tyler Marsh, P.E., Vice President



GENERAL TERMS AND CONDITIONS

1. **GENERAL INFORMATION:** Our understanding of all aspects of design pertaining to this particular project and the scope of work and prior assumptions are based on:
 - a. Recent conversations and/or emails with the Client
 - b. Review of the property specific information (Franklin County Property Appraiser and GIS)

2. **SCOPE OF WORK:** Southeastern Consulting Engineers, Inc. (SCE) shall perform the services outlined in this Agreement and shall invoice the Client in accordance with the compensation section of the Agreement (authorization form). Any estimated cost to the Client shall not be considered a fixed price, but only as an estimate (unless otherwise noted). SCE will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by SCE. Client will be invoiced for additional services at SCE's standard rates listed below or as mutually agreed upon, including but not limited to re-reviews, unforeseen inspections and/or additional site visits, changes by Client to a site plan, architectural plans, structural components, etc.
 - **SCE STANDARD RATES:**
 - CAD Technician/Inspector: \$75.00/hr
 - Project Engineer: \$115.00/hr
 - Professional Engineer: \$175.00/hr
 - Additional Site Visits: \$550.00 per visit
 - Printing Services (Additional Prints):
 - 8.5x11 Color: \$0.10/Sheet
 - 8.5x11 B&W: No Charge
 - 11x17 Color: \$0.15/Sheet
 - 11x17 B&W: No Charge
 - 24x36 Color: \$1.50/Sheet
 - 24x36 B&W: \$1.15/Sheet

To the extent these general terms and conditions are part of a proposal for services, the proposal shall be valid for a period of ninety (90) days unless otherwise stated within this Agreement. Once the proposal is accepted, via signature and date on the attached Authorization Form, these general terms and conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

3. **RIGHT OF ENTRY:** The Client will provide right-of-way entry for SCE personnel and all necessary equipment to the project site(s) in order to complete any required site visit work.

4. **INVOICES:** SCE will submit invoices to the Client as individual portions of the services are completed and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. SCE shall release all applicable plans, certificates, or other available documents as and when requested by Client provided all outstanding invoices pertaining to that particular project is paid in full. Payment is due within thirty (30) days of the receipt of the invoice. A finance charge will begin to accrue if payment is not received within thirty (30) days of the receipt of the invoice. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month,



or the maximum amount allowed by law on past due accounts. Any attorney's fees, collection fees or other costs associated with collecting any delinquent amount shall be paid by the Client. The Client agrees to pay SCE for its services in accordance with the agreement herein, regardless of whether or not he/she has been paid by his/her client.

5. **SUSPENSION, TERMINATION, CANCELLATION OR ABANDONMENT** This Agreement may be suspended, terminated, cancelled, or abandoned by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of suspension, termination, cancellation or abandonment, SCE shall be paid for all services performed up to and through the date of suspension, termination, cancellation or abandonment.
6. **OWNERSHIP OF DOCUMENTS:** All reports, plans, calculations, supporting documents, etc. and other documents prepared by SCE, as instruments of services, shall remain the property of SCE. Client agrees that all work furnished to the Client, including but not limited to the items listed above, which are not paid for in full, will be returned to SCE upon demand and will not be used by the Client for any purpose whatsoever. SCE will retain all pertinent records related to the services performed for a period of three (3) years following the submission of the plans, specifications, etc. During this period, the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.
7. **FAILURE TO FOLLOW RECOMMENDATIONS:** SCE will not be held responsible for any problems that may occur as a result of any variation from the provided plan set, recommendations, etc.
8. **COST ESTIMATES:** Client hereby acknowledges that SCE cannot warrant that any cost estimates provided by SCE will not vary from actual costs incurred by the Client.
9. **CONSTRUCTION SERVICES:** If, under this Agreement, professional services are required and/or provided during the construction phase of the project, SCE shall not be held responsible for or have any control over means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work; nor shall SCE be responsible for the Contractor's failure to carry out any of the work in accordance with the contract documents or for the Contractor's failure to comply with applicable laws, ordinances, rules or regulations.
10. **INSURANCE:** SCE shall at all times carry professional liability coverage. Insurance certificates shall be provided to the Client upon request.
11. **ENTIRETY OF AGREEMENT:** This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change or modification of the terms of this agreement shall be valid unless made in writing and signed by both parties hereto. SCE



shall perform the work as specified in this Agreement and complete the Client's project in a timely manner, however no time of completion can be guaranteed.

- 12. PERMITTING:** In cases where the scope of services requires SCE to submit, on behalf of the Client, a permit application and/or approval by a third party to this contract, SCE does not make any warranties, guarantees or representations as to the success of our effort on behalf of the Client. Payment for services rendered by SCE is not contingent upon the successful acquisition of these permits. Permit applications will not be submitted until payment has been received in full. All permit fees are the sole responsibility of the Client.

- 13. DISPUTE RESOLUTION:** If a dispute arises out of or related to this Agreement or the breach thereof, the parties will attempt to settle the matter between themselves. If no agreement can be reached, the parties agree to use mediation with a mutually agreed upon mediator before resorting to a judicial form. The parties will share the cost of a third party mediator equally. In the event of litigation, the prevailing party will be entitled to reimbursement of all reasonable costs and attorney's fees.

- 14. INTELLECTUAL PROPERTY:** With the sole exception of specifically marked reproducible materials subject to the Limited Copyright License herein, all worldwide right, title and interest in and to any and all Intellectual Property conceived, invented, authored or otherwise made by or on this Agreement shall remain the sole and exclusive property of SCE, and its successors and assigns unless licensed or assigned by SCE pursuant to a separate written instrument. The term "Intellectual Property" shall be construed broadly to include all forms of intellectual properties including but not limited to inventions, discoveries, designs, plans, improvements, trademarks, service marks and copyright in drawings, computer programs, and all other original works of authorship.



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AUTHORIZATION FORM

March 25, 2021

Client: Elaine Boone
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PROFESSIONAL SERVICES:

SCE Service Fees

Topographic Survey (By Owner)	N/A
Pre-Application Consultation Meetings as Described Above	\$5,000.00
Preliminary Plat Approval	\$1,500.00
Site Planning & Roadway Geometry/Cross Sections	\$7,500.00
Grading / Drainage Plan (Includes SWMF Design & Permitting)	\$13,750.00
FDOT Driveway Connection (Safety Upgrade, Includes Pre-Application Meeting)	\$4,975.00
FDOT Drainage Connection Permit	\$3,250.00
Geotechnical Investigation & Report	\$6,750.00
Franklin County Development Order Application Submittal	\$3,750.00
Final Plans (Construction Drawings)	\$4,250.00
As-Built Certification (Survey By Others)	\$2,500.00
SWPPP Design	\$1,750.00
TOTAL SERVICES FEE(S)	\$54,975.00

Note: Credit card payments are accepted for an additional 3.5% convenience fee.

The undersigned agrees to the scope of work and assumptions outlined in the cover sheet and general terms and conditions above and hereby authorizes the performance of work in the amount listed above as described herein and does so on behalf of the parcel owner and warrants that he/she has the authority to sign on behalf of the owner. Please note that any variation from the intended scope of work and/or assumptions will result in additional fees.

Signed: _____

Date: _____