

CONSULTANT SERVICES AGREEMENT between PROCIVIL360, LLC and:

Client Info	Information
Date Project was Made or Considered	8/8/2024
First Name	Jeff
Last Name	Worboys
Company Name	Glen Lakes MHOA
Street number	10485
Street name	Glen Lakes Blvd
City	Weeki Wachee
State	FL
Zip Code	34613
Cell Phone	1-704-526-7656
Business Phone	1-704-526-7656
Email	jeff.worboys@icloud.com
Time Last Updated 8/12/2024 12:26	

This **AGREEMENT** made and entered **June 15, 2024**, by and between **PROCIVIL360, LLC**, (hereafter "**CONSULTANT**"), with offices at 12 S. Main Street, Brooksville, FL 34601, and **the Client mentioned above** (hereafter "**CLIENT**"), at the address indicated above professional services described herein in accordance with the following terms and conditions.

Project Name -	Rhett Lane Erosion
Location/Address -	9100 - 9164 Rhett Lane
Parcel Key(s) -	From 1196271 to 1196404
Parcel Size -	0.89
Time Last Updated 8/15/2024 10:10	
Project Description -	The driving range pond abutting the rear lot line of the homes on Rhett Lane has had significant erosion issues and has severely deteriorated the top of bank. The pond is not tidal, this is an internal drainage pond. The HOA would like to have options on how to fix the existing issue prior to any further damage to the homes.

Scope of Work - The Consultant will provide options including scope of work, engineering, and all 3rd party fees for fixing the major erosion issue along the rear of these homes. A quote for each fix will be included in the option type.

The CONSULTANT agrees to perform the scope of work as attached herewith, and made a part hereof, as **Exhibit "A"**. The CONSULTANT agrees to adhere to all codes and regulations affecting his work at no extra cost to this agreement and to abide with all general conditions attached hereto or on the reverse side of this agreement. The CLIENT hereby agrees to the General Conditions and Specific Conditions set forth in **Exhibit's "A" and "B"** and the terms of Compensation set forth in **Exhibit "C"**.

PROFESSIONAL SERVICES TO BE PROVIDED BY CONSULTANT:

See Exhibit "A" attached to this Agreement.

GENERAL TERMS AND CONDITIONS:

The terms and conditions of this Agreement are set forth in Exhibit "B" and are hereby accepted by all parties executing this Agreement.

COMPENSATION:

The Compensation to be paid to CONSULTANT for providing the services described in Exhibit "A", shall be as set forth in Exhibit "C".

This Consultant is not in the habit of requesting additional services, but there are times when they are warranted. If such are applicable the CLIENT will be based on a time charges/reimbursable expenses basis unless otherwise agreed to in writing.

EXHIBIT "A"

The CONSULTANT shall provide the following services:

RETAINING WALL OPTIONS

- (A)** : GABION WALL CAGED ROCK 50-100 YR LONGEVITY
(Loose Rip Rap Option also)

Gabion Wall is an erosion protection utilizing caged rocks. This practice works in many applications. Its positives are longevity and cost effectiveness. Its negatives include maintenance due to voids, the construction costs for movement and Installation, this is not a permanent solution in our opinions to the current situation along Rhett Lane.



3rd Party fees for JD line delineation, and survey = **\$3700**

3rd Party Engineering Fees for design including wall and all drainage and fill behind the wall to the rear of all abutting houses = **\$8,800**

Permitting fees for Hernando County and SWFWMD if needed provided by Procivil will be approx. **\$2000**

Estimated cost: 1400' x 3' wide x 4' tall x \$25 (per/sf) = \$420,000 plus installation fees and further erosion prevention features such as filter fabric, backfill, and updating the drainage features behind the wall to prevent further erosion such as yard drains and swales additional to the Gabion Wall.

Summary: Grading Scale 1-5 (5 being the best)

Cost: 3
Longevity: 5
Visual Appeal: 2
Future Maintenance Costs: 1 Total Points: 11

Since the erosion of the bank is so steep at this point the, porous rock wall with fabric and back fill along the waterline will require constant maintenance from the waterline going in and out. These factors along with the costs for installation will have continual reoccurring costs in the future.

(B) : VINYL SEAWALL VINYL W/ CAP 50+ YR LONGEVITY

A Vinyl Seawall with Cap is a decorative solution with many advantages. The positive to the vinyl is it is able to be conformed to the existing water line which isn't always in a straight line. This is a better-looking option for the community as well with enhanced erosion protection over option A. This the Seawall would incorporate a cap with tiebacks into the earth behind the wall and drain points for the land behind the wall. This is commonly used in a tidal situation along the Gulf of Mexico proving its integrity in a much harsher environment. The negative to the vinyl wall is simply cost.



3rd Party fees for JD line delineation, and survey = **\$3700**

3rd Party Engineering Fees for design including wall and all drainage behind the wall to the rear of all abutting houses = **\$8,800**

Permitting fees for Hernando County and SWFWMD if needed provided by Procivil will be approx. **\$2000**

Estimated cost: 1400' x \$200 per linear foot = \$630,000. This price includes a wood cap with tiebacks and drain points. The regrading and drainage behind the wall will also be an added cost based on design.

Summary: Grading Scale 1-5 (5 being the best)

Cost: 1
Longevity: 5
Visual Appeal: 5
Future Maintenance Costs: 5 Total Points: 16

This is the suggested design for the area coming in at number one due to savings from the concrete seawall. This product is the best overall bang for your buck option. This gives the homeowners and community the confidence of no future erosion issues, the longevity, the visual and future maintenance costs all in the same product.

(C) : ST. SEA WALL CONCRETE W/ CAP 30 YR LONGEVITY

A Concrete Seawall with Cap is another decorative solution with many advantages. The positives to the Concrete is it is able to be conformed to the existing Water better than the Gabion Blocks. This is another visual appealing option for the community as well with enhanced erosion protection over option A. This seawall would incorporate a cap with tiebacks into the earth behind the wall and drain points for the land behind the wall. This is also commonly used in a tidal situation along the Gulf of Mexico proving its integrity in a much harsher environment. The negative to the concrete wall is cost, the extensive excavation. Buttresses for tiebacks are going to be impossible in certain areas due to the homes being so close to the top of bank.



3rd Party fees for JD line delineation, and survey = **\$3700**

3rd Party Engineering Fees for design including wall and all drainage behind the wall to the rear of all abutting houses = **\$8,800**

Permitting fees for Hernando County and SWFWMD if needed provided by Procivil will be approx. **\$2000**

Estimated cost: 1400' x \$250 per linear foot = \$630,000. This price includes a cap with tiebacks and drain points. The regrading and drainage behind the wall will also be an added cost based on design.

Summary: Grading Scale 1-5 (5 being the best)

Cost: 1
 Longevity: 3
 Visual Appeal: 5
 Future Maintenance Costs: 5 Total Points: 14

This is the second best option design for the area due to price, however the stability and strength are the best. This option would also give the homeowners and community the confidence of no future erosion issues, the longevity, the visual and future maintenance costs all in the same product. The downfall coming in at the price of course.

The Client may elect to provide his own zoning activities or hire others. He may choose to furnish his own construction supervision. The client may wish to change his mind about the FDOT Driveway Connection Permit. If so, these items can be deducted from the total. Please check the boxes below and initial as applicable.

I elect to provide my own construction supervision: _____ Please initial if checked box

The CLIENT/OWNER/AGENT shall:

1. Furnish the Consultant with proof of control of property.

2. Furnish all signatures of the appropriate parties as requested for applications.
3. Pay for all fees to government agencies for submittals.
4. Furnish Consultant with Survey information if available prior to execution.
5. Contact the Consultant upon erection of silt fence.
6. Contact the Consultant prior to filling over any underground improvements.
7. Contact the Consultant once final surface over parking is completed:

THE SCOPE OF SERVICES DOES NOT INCLUDE:

1. Environmental Audits required for financing purposes
2. Traffic Studies
3. Geotechnical Services
4. Any permitting fees to regulatory agencies necessary to obtain permits for development of this project. Permit fees are the responsibility of the OWNER.
5. Any special travel or special mailing or advertising services.
6. Any off-site improvements other than the expected sanitary sewer transmission system.
(All of the above are at the Owner's expense or will be negotiated separately. The Consultant shall include with this fee, the coordination of the sub-consultants as listed above.)

PROPOSED SCHEDULING:

Once Survey is completed with JD Line the Design plans can commence the plans will take approximately 30 days to be completed.

Scheduling through the County shall be under the Contractor's control.

End of Exhibit "A"

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

- 1) PARTIES AND SCOPE OF WORK: "Work" means the specific professional technical services to be performed by CONSULTANT as set forth in Scope of Services. "CLIENT" refers to the person or entity ordering the work to be done by CONSULTANT. If CLIENT is ordering the work on behalf of another, CLIENT represents and warrants that CLIENT is the duly AUTHORIZED AGENT of OWNER for ordering and/or directing with work. Any additional work which may be required due to changes in the project initiated by CLIENT, vandalism or contractor's negligence shall be paid by CLIENT. No changes in the work shall be required absent a written change order therefore. CLIENT agrees that CONSULTANT shall not be responsible for any errors or omissions contained in or caused by work performed by others and furnished by CLIENT to CONSULTANT.
- 2) OPINIONS: CLIENT understands that opinions rendered by CONSULTANT are opinions only and that governing laws or regulations may change. CLIENT agrees that any services required in addition to those set forth in Scope of Services resulting from changes to governmental regulations shall be at CLIENT's expense.
- 3) USE AND OWNERSHIP: All original materials, reports, documents, drawings, specifications, computations, sketches, test data, photographs, and renderings related to the services and work performed hereunder shall remain the property of the CONSULTANT. CLIENT shall be entitled to

copies or reproducible sets for any of the aforesaid which are prepared by CONSULTANT and CLIENT agrees to pay CONSULTANT for its copying costs.

- a) All documents including drawings and specifications prepared by the CONSULTANT pursuant to this Agreement are instruments of service in respect to the Project. They are not intended for, or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purposes intended will be at CLIENT's sole risk and without liability or legal exposure to the CONSULTANT. CLIENT shall indemnify and hold the CONSULTANT harmless for all claims, damages, losses, and expenses including but not limited to all attorney's fees incurred whether for trials, appeals, or other legal services arising out of or resulting from any reuse. Any such verification or adaptation for use on extensions of the Project or any other project will entitle the CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.
- 4) ACCESS TO SITE, PERMITS AND TESTS: CLIENT shall arrange and provide access to the site as is necessary for CONSULTANT to perform the work. CLIENT shall obtain, at CLIENT's cost, all permits, tests and/or inspections for the site.
- 5) PAYMENT:
 - a) Monthly Invoices: Payments for basic services shall be billed on a monthly (every four week) basis for work performed to date and shall be in proportion to services performed. Included in this billing shall be any charges for additional services and for reimbursable expenses as defined in Paragraph B.2 below.
 - b) Reimbursable Expenses: Include actual expenditures made by the CONSULTANT in the interest of the project. These expenses may include any of the following:
 - i) Expense of any additional insurance coverage or limits, including professional liability insurance in excess of that normally carried by the CONSULTANT, and the CONSULTANT's consultants;
 - ii) Expense of overtime work requiring higher than regular rates;
 - iii) Fees paid for securing permits, licenses and other approval or authorities having jurisdiction over the Project;
 - iv) Other out-of-pocket expenses, including but not limited to, Professional Associates (whose expertise is required to complete the Project), travel expenses (lodging, meals, etc.) job related mileage, long distance telephone calls, printing, facsimile transmissions and express mail, the charges for which shall include an administrative charge of fifteen percent (15%). Consultant shall provide proof of any reimbursable expenses when requesting payment from Client.
 - c) Termination Expenses: If the Project is suspended or abandoned in whole or in part for more than three (3) months, the CONSULTANT shall be compensated for all services performed prior to and up to the date of receipt of notice from the CLIENT of such suspension or abandonment, together with reimbursable expenses then due and for completion of such services and records as are necessary to place CONSULTANT's files in order and/or protect its professional

reputation. If the Project is resumed after being suspended for more than three (3) months, the CONSULTANT's compensation shall be equitably adjusted.

d) Interest and Collection Costs:

- i) Late Payments: If CLIENT fails to make any payment due the CONSULTANT for services and expenses within ten (10) days after receipt of the CONSULTANT's invoice, the amounts due the CONSULTANT shall include a finance charge of 1.5% per month, or 18% per annum, from said tenth (10th) day.
- ii) Should it be necessary to collect this account, CLIENT agrees to pay all costs of collection, including any reasonable attorney's fees, or fees for trials or appeals.

e) Withholding Documents: If CLIENT fails to make any payment due the CONSULTANT for services and expenses, CONSULTANT may withhold the release of any documents until the amounts due are paid.

6) LIMITATION OF LIABILITY:

- a) CLIENT agrees to limit CONSULTANT's liability to CLIENT and to all construction contractors and subcontractors on the Project due to CONSULTANT's negligent acts, errors, or omissions such that the total aggregate liability of CONSULTANT shall not exceed \$50,000 or the CONSULTANT's total fee for services rendered on this Project, whichever is greater.
- b) In the event the CLIENT requests or receives from CONSULTANT work product in a computer generated digital form, CLIENT shall not be entitled to rely on the work product contained therein and CONSULTANT shall not be responsible for the work product contained therein, it being understood by all parties hereto that computer ready documents are capable of being easily altered and are often not CONSULTANT's final work product. Accordingly, the parties hereto agree that the documents for which CONSULTANT shall be responsible for the preparation and completion of shall be limited to drawings and sealed documents specifically labeled "FINAL", "ISSUED FOR CONSTRUCTION" or other similar language, constituting CONSULTANT's finished work product. Any use by CLIENT of computer generated or comparable items shall be at CLIENT's sole risk.

7) MISCELLANEOUS PROVISIONS:

- a) The CONSULTANT agrees that the CLIENT is not required in its development activities to use any plan, report, drawing, advice, map, document, or study prepared by CONSULTANT. Further, CONSULTANT agrees that the CLIENT in its sole discretion, may utilize the aforesaid, or any part thereof, in any modified or amended form and CONSULTANT waives any right of redress against CLIENT arising out of such use. However, any modification or amendment to any of CONSULTANT'S work by the CLIENT shall release CONSULTANT from any liability in connection with such work thereafter and the CLIENT shall not use CONSULTANT'S name thereon.
- b) The CONSULTANT shall not be liable for failure to perform for delay in performance of this Contract due to fire, strike, or other labor difficulty, act of any governmental authority, riot, embargo, wrecks or delay in transportation, or any other unavoidable cause beyond the reasonable control of either party.
- c) This Agreement shall be governed by the laws of the State of Florida.

- d) As to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have occurred in any events not later than the relevant Date of Substantial Completion of the Work, and as to any acts or failures to act occurring after the relevant Date of Completion not later than the Date of Issuance of the Final Certificate for Payment.
 - e) The CLIENT and the CONSULTANT, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither CLIENT nor CONSULTANT shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.
 - f) This Agreement represents the entire and integrated agreement between the CLIENT and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CLIENT and the CONSULTANT.
- 8) CONSULTANT RESPONSIBILITIES: The CONSULTANT shall:
- a) Provide services as listed in the scope of work by acceptable and ethical practices for his discipline.
 - b) Apprise the CLIENT of any problems encountered and the approach or technique to be used in the resolution of problems.
 - c) Provide CLIENT with reproducible copies of all work prepared, provided the CLIENT agrees in writing that no additions, deletions, changes, or revisions shall be made without the express written approval of the CONSULTANT. All original drawings are the property of the CONSULTANT.
 - d) Provide CLIENT with proper guidance in selection of any outside consultants required to assist in the project development and/or permitting process.
 - e) Agree to hold the contracted price for the proposed services, as outlined herein, for a period of sixty (60) days for the CLIENT to review contract documents.
 - f) Perform the professional services described herein. The CONSULTANT shall use the standard degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranties, express or implied, is made or intended by the CONSULTANT's undertaking hereto or its performance of services herein.
 - g) The CONSULTANT agrees to hold the CLIENT harmless from loss, damage, injury, or liability arising directly and solely from any negligent acts or omissions of the CONSULTANT, its employees, agents, subcontractors and their employees and agents but only to the extent set forth as follows:
 - i) To the fullest extent of the law, and notwithstanding any other provisions of this Agreement, the total liability in the aggregate of the CONSULTANT and the CONSULTANT's officers, directors, employees, agents or the CONSULTANT's sub-consultants, to the CLIENT or to anyone claiming by, through, and under, the CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the

services under this Agreement from any cause or causes including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty express or implied of the CONSULTANT or the CONSULTANT's officers, directors, employees, agents, or the CONSULTANT's sub-consultants, shall not exceed the total compensation received by the CONSULTANT under this Agreement or \$5,000.00, whichever is greater. Under no circumstances shall the CONSULTANT be liable for extra costs or other consequences due to changes or unforeseen conditions or for costs related to the failure of the Contractor or his sub-contractors, to install work in accordance with the plans and specifications as prepared by the CONSULTANT. [HOLD HARMLESS CLAUSE OWNER TO CONSULTANT?]

- h) In the event litigation, in any way related to the services performed hereunder, is initiated against the CONSULTANT by the CLIENT, OWNER, AGENT, the Contractor, or Sub-contractors, and such litigation concludes with the entry of a final judgment favorable to the CONSULTANT, the LITIGATING PARTIES shall reimburse the CONSULTANT for his reasonable attorneys' fees and other expenses related to said litigation. Such expenses shall include, but shall not be limited to, the cost, determined at the CONSULTANT's per diem billing rates, at the time devoted to such litigation by the CONSULTANT's employees.
 - i) The CLIENT agrees to allow the CONSULTANT to install a site sign, either two feet by four feet or four feet by eight feet, upon submittal of plans to public agencies. The CLIENT also agrees to allow the CONSULTANT to use drawings, depictions, diagrams, and pictures of the project/site for advertising purposes.
- 9) CLIENT/OWNER/AGENT RESPONSIBILITIES: The CLIENT/OWNER/AGENT shall:
- a) Provide the CONSULTANT with documentation that he/she is the Owner of Record of the subject property, has a binding contract for sale, or is the AUTHORIZED AGENT of the OWNER and that he has the authority to enter into this agreement. (Copy of deed required prior to work)
 - b) Shall not misrepresent himself to the CONSULTANT as being able to meet the financial responsibilities involved in the development process.
 - c) By acceptance of this agreement, ensure that all outstanding debts for previous consultant services performed for this project and for this CLIENT, have been satisfied.
 - d) Agree to solicit and pay for outside services for items recognized as being not included in the Scope of Services, in a timely manner.
 - e) Provide CONSULTANT with documentation as to the present zoning (with any stipulations) and evidence of any previous permits filed for this project.
 - f) Acknowledge that all invoices submitted by the CONSULTANT are due and payable upon receipt. Any balance outstanding for more than thirty (30) days is subject to the maximum finance charge allowed by law. Any balance outstanding for more than sixty (60) days shall cause the recording of a mechanic's lien for the full contract amount, against the subject property. The CONSULTANT shall have the right to litigate to collect any unpaid balances, accrued interest, collection, or legal fees, to collect said unpaid balances. Cost of said collection shall be passed on in the collection effort to the CLIENT.

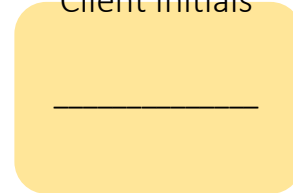
10) SEVERANCE OF THE AGREEMENT:

- a) Neither the CLIENT nor CONSULTANT shall assign or transfer their interest in this agreement without written consent of the other party.
- b) This agreement may be terminated by either party by seven (7) days prior written notice, in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this agreement is terminated, the CONSULTANT shall be compensated for CONSULTANT services provided up to the date of termination, if termination was not a result of the Consultant’s substantial failure to perform in accordance with the terms of the agreement.
- c) In the event the project, or the services of the CONSULTANT called for under this agreement, is/are suspended, cancelled, or abandoned by the CLIENT, the CONSULTANT shall be given five (5) days prior written notice of such action and shall be compensated at a minimum, for work through the date of suspension. Should the project be abandoned by the CLIENT, or no building permit obtained by the CLIENT through no fault of the CONSULTANT, the balance of the agreed upon sum shall be payable within 15 days of such notice of abandonment either by the CONSULTANT or CLIENT.

Consultant Initials

AKG

Client Initials



End of Exhibit “B”

EXHIBIT “C”

STANDARD FEE SCHEDULE

The **CLIENT** and **CONSULTANT** agree, for the consideration herein as follows:

FEES

Fees as shown herein are estimated fees, based on the design professional’s experience in similar projects. Once this project is submitted to the reviewing agencies, unanticipated time may be required to assist the CLIENT through the regulatory process. Should these requests be deemed out of scope, or exceptional, the design professional may be entitled to additional compensation for the hours spent in excess, due to unanticipated issues that arise during the permitting process. The CONSULTANT shall apprise the CLIENT prior to continuing work.

Once an option is picked by the HOA a deposit for all 3rd party fees **\$12,500.00** will be required along with a deposit of the remaining amount of 15% or **\$300** to initiate the contract.

It is our opinion that the Board should initiate the permitting process to get the permitting completed. This allows the HOA up to 2 years to construct the project. In that time financing can be figured out and can be built at any point of time in the time frame.

HOURLY RATES FOR ADDITIONAL SERVICES if required:

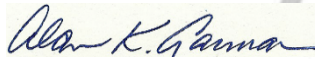
Professional Engineer \$195.00 / hour
Senior Design Professional \$175.00 / hour
Engineering Technician..... \$105.00 / hour
Clerical..... \$57.00 / hour

IN WITNESS WHEREOF, this Agreement is accepted on the date set forth above subject to all terms, conditions and provisions set forth herein including attached Exhibit's "A", "B" and "C".

Client

Consultant
PROCIVIL360, LLC

Signed:



Name Alan K. Garman

Title Manager

Date 6/15/2024

Signed: _____

Name

Title.....

Date.....

END OF EXHIBIT "C"