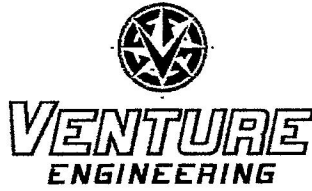


Engineering Services Proposal

February 6th, 2024

**Prepared for:
Summerfield POA
c/o Steve Clark
Longs, South Carolina 29568**

**Prepared By:
Venture Engineering, Inc.
209 Highway 544
Conway, South Carolina 29526**



February 6th, 2024

Summerfield POA
c/o Steve Clark
Longs, South Carolina 29568
(C): 843-457-9709
(E): steveclark@summerfieldpoa.org

Re: Summerfield POA - Drainage Study

Dear Summerfield POA,


We are pleased to offer our proposal to complete a drainage study for Summerfield, located off of Highway 90 in Longs, South Carolina. Venture Engineering will complete a drainage assessment to determine the cause of flooding from recent storms. We will collect the necessary detailed information required to include in the report, including a deep analysis of the area in question between White Hall and Wakefield Developments, and then complete the report for submission to the property owner's association.

We have enclosed a copy of our Agreement referencing this proposal, which you can sign and return when you are satisfied and prepared to proceed. The fee outlined in this proposal will be invoiced upon completion of the drainage study and report.

Please feel free to contact me if I can answer any questions.

Respectfully submitted,

VENTURE ENGINEERING, INC.



Brandon K. Elvis, P.E.
President

PART I. DRAINAGE EVALUATION

During this phase of engineering, we will complete a drainage study with a report supporting our findings:

- Coordinate with 3rd Party Surveyor for field data required (if needed, surveyors fees not included below)
- On-Site Drainage Study
- Drainage Report

Part I Fee: \$5,500.00

Additional Services, Other Fees, & Costs

Fees for any additional services above and beyond the project scope will be invoiced at the hourly rates listed below, or at an agreed upon fixed fee. This includes, but is not limited to, owner requested revisions which cause substantial change to otherwise completed plans or reports.

Direct, non-salary (reimbursable) expenses, including long distance telephone charges, postage, printing, reproduction (except as described above), air travel, lodging and meals are billed at 1.15 times the cost.

Travel in company or private vehicles will be billed at \$.65 per mile. Travel time will be billed at the individual's charge out rate. Plotting will be billed at \$5.00 per sheet (above and beyond any hard copies needed for permit submittals or plan reviews).

It should be noted that project surveyor, project architect, or any other design professional's fees who are not a part of Venture Engineering are not included in any of the fees shown on this proposal, and neither are any permitting agency review, application, or impact fees.

STANDARD VENTURE ENGINEERING, INC. RATES (per HR)

ENGINEER.....	\$ 150.00
PROJECT MANAGER.....	\$ 95.00
DESIGN/DRAFTING.....	\$ 75.00
CONSTRUCTION MANAGER.....	\$ 75.00
ADMINISTRATIVE.....	\$ 45.00
SWPPP BOOK DUPLICATION.....	\$ 450.00
SWPPP BOX/ENCLOSURE.....	\$ 375.00

TERMS AND CONDITIONS

An initial retainer of **\$1,000.00** is required to secure services and initiate project.

Upon completion of the phases of the construction documents as listed above in Phase I-IV, subsequent payments for services shall be billed each month and is due upon receipt. Documents will not be released and work on the project will cease until payment has been received. Because of the restricted timeline of completion, we have provided a new draw schedule for the project below if services outside of this proposal are required.

ADDITIONAL SERVICES *(billed at an hourly basis at an agreed upon rate)*

1. GENERAL: If authorized in writing by the Owner, Venture Engineering, Inc. will furnish or obtain from others additional services of the following types which will be paid for by the Owner as indicated in this agreement.
 - a. Additional services due to significant changes in general scope of the Project
 - b. Additional services in connection with the Project, not otherwise provided for in this agreement, subject to prior approval of the Owner
 - c. Additional services as indicated below:



- i. Changes requested to plans, elevations and/or scope of project after Client approval of final design documents
- ii. Endangered Species Surveys
- iii. Meetings with State Agencies, other than specifically described under project scope
- iv. Meetings with Special Interest Groups, Agencies, Sales Agencies, or Near-By Land Owners other than Client
- v. Appearance before Courts or Boards on matters of litigation or hearings related to project
- vi. Construction Management (daily observation, supervisions, and reporting)
- vii. Duplication (*Duplication for permitting sets required will be included in original fee*)

THE OWNER'S RESPONSIBILITIES

1. Provide full information as to its requirements for the Project.
2. Assist Venture Engineering, Inc. by placing at Venture Engineering, Inc.'s disposal all available information pertinent to the site of the Project, including previous reports and any other data relative to design and construction of the Project.
3. Provide access for Venture Engineering, Inc. to enter upon lands as required for Venture Engineering, Inc. to perform work under this agreement.
4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by Venture Engineering, Inc. and shall render in writing decisions pertaining thereto within a reasonable time, so as not to delay work of Venture Engineering, Inc.
5. Provide reasonable legal, accounting, and insurance counseling service for the Project.
6. Designate a person to act as the Owner's representative with respect to the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to material, equipment elements and systems pertinent to the work covered by this Agreement.
7. Give prompt notice to Venture Engineering, Inc. whenever the Owner observes or otherwise becomes aware of any defects in the project.
8. Furnish, or direct Venture Engineering, Inc. to provide, at the Owner's expense, necessary additional services as stipulated in this Agreement, or other services as required.

PERIOD OF SERVICES

1. Upon written authorization from the Owner, Venture Engineering, Inc. will proceed with the performance of the service(s) called for in this Agreement.
2. Unless sooner terminated as provided herein, this Agreement shall remain in force for a period which may reasonably be required for completion of the construction of the proposed project; however, not greater than one year from Venture Engineering, Inc.'s substantial completion of the phases of work that have been authorized for commencement.

PAYMENT TO VENTURE ENGINEERING, INC.

- A. PAYMENTS FOR BASIC SERVICE OF Venture Engineering, Inc.
 - a. The Owner will pay Venture Engineering, Inc. for basic services as shown on the proposal dated **02/06/2024** upon completion of each part/phase.
 - b. The fee as defined above shall be allocated to be paid within ten (10) days of receipt of the invoice.
- B. PAYMENT FOR ADDITIONAL SERVICES/OTHER FEES OF THE ENGINEER AS NOTED HEREIN:
 - a. The Owner will pay Venture Engineering, Inc. for additional service/other fees at a mutually agreed upon fee as noted in this Agreement.
- C. GENERAL
 - a. If this Agreement is terminated upon completion of any phase of Venture Engineering,

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 - b. Additional services in connection with the Project, not otherwise provided for in this agreement, subject to prior approval of the Owner
 - c. Additional services as indicated below:



color, religion, national origin or ancestry.

- b. Venture Engineering, Inc. and/or any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, because of age or sex, except where based on a bona fide occupation qualification.

G. MEDIATION:

- a. In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the Owner and Venture Engineering, Inc. agree that all disputes between them arising out of or relating to this Agreement or the project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.
- b. The Owner and Venture Engineering, Inc. further agree to include a similar mediation provision in all Agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all Agreements with their subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those Agreements.

H. JOBSITE SAFETY:

- a. Neither the professional activities of Venture Engineering, Inc., nor the presence of Venture Engineering, Inc. or its employees and sub-consultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Venture Engineering, Inc. and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Owner agrees to require the General Contractor(s) to provide liability insurance for the project(s), indemnifying and listing as additional insured, the Owner, Venture Engineering, Inc. and Venture Engineering, Inc.'s Consultants.

I. LIMITATION OF LIABILITY:

- a. In recognition of the relative risks and benefits of the project to both the Owner and Venture Engineering, Inc., the risks have been allocated such that the Owner agrees, to the fullest extent permitted by law, to limit the liability of Venture Engineering, Inc. to the Owner for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes including attorney fees and expert witness fees, so that the total aggregate liability of Venture Engineering, Inc. to the Owner shall not exceed \$10,000, or Venture Engineering, Inc.'s total fee for the services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

J. STANDARD OF CARE:

- a. The Owner recognized that Venture Engineering, Inc.'s services require decisions which are not based upon pure science but rather upon judgmental considerations, including economic feasibility of alternative designs. Venture Engineering, Inc. shall perform its services in accordance with generally accepted engineering and research practices. Services are rendered without any other warranty, express, or implied and Venture Engineering, Inc. shall be responsible solely for its own negligence.

K. CONSTRUCTION COSTS:



Inc.'s services, the progress payments to be made in accordance with the work completed and on account of all prior phases shall constitute total payment for services rendered; if terminate during any phase of the work not due to any fault of Venture Engineering, Inc., payment shall be made for services performed during such phases on the basis of the portion of each phase completed prior to termination.

- b. If, prior to termination of the Agreement, any work designated or specified by Venture Engineering, Inc. during any phase of work is suspended in whole or in part or abandoned not due to any fault of Venture Engineering, Inc., after written notice from the Owner, Venture Engineering, Inc. shall be paid for services performed prior to receipt of such notice from Owner.

GENERAL CONDITIONS

A. TERMINATION:

- a. This Agreement may be terminated by either party by fourteen (14) days 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 so terminated, Venture Engineering, Inc. shall be paid as provided in this Agreement.

B. OWNERSHIP:

- a. All documents, except for original drawings, but including estimates, specifications, field notes, and data are to remain the property of Venture Engineering, Inc. as Instrument of Service. The Owner shall be provided a set of reproducible drawings and copies of other record documents for all work product produced by Venture Engineering, Inc. on behalf of Owner, so long as payment by Owner has been tendered. However, they are not intended or represented to be suitable for re-use by the Owner or others for extensions of the project or for any other project.

C. INSURANCE – SAVE HARMLESS:

- a. Venture Engineering, Inc. shall secure and maintain such insurance as will protect Venture Engineering, Inc. and the Owner from any claims under the Workman's Compensation Acts and from claims for bodily injury, death or property damage which may rise due to Venture Engineering, Inc. negligence in the performance of services under this Agreement. Venture Engineering, Inc. will carry General and Professional Liability policy with coverage of \$1,000,000.

D. SUCCESSORS AND ASSIGNS:

- a. The Owner and Venture Engineering, Inc. each binds themselves and any partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrations and assigns of such other Party, in respect to all covenants of this Agreement; except as above, neither the Owner nor Venture Engineering, Inc. shall assign, sublet or transfer their interests in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a part hereto.

E. INDEPENDENT CONTRACTOR:

- a. It is understood and agreed that Venture Engineering, Inc. is an independent contractor, responsible to the Owner for the results of this undertaking by Venture Engineering, Inc. and is not an employee or agent of the Owner.

F. NON-DISCRIMINATION:

- a. Venture Engineering, Inc. and/or any subcontractors shall not discriminate against any employees or applicant for employment, or to be employed, in the performance of this Contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race,

- a. The Owner shall advise Venture Engineering, Inc. in writing before design commencement of any limitation for the overall cost of construction. Venture Engineering, Inc. will endeavor to work within such limitations and will, if requested and included within the scope of services, submit to the Owner an opinion of probable construction cost. Opinions of probable construction cost will represent Venture Engineering, Inc.'s best judgement as a design professional familiar with the construction industry, but does not represent that bids or negotiated prices will not vary from budgets or opinions of probable cost. Owner acknowledges that neither Venture Engineering, Inc. nor the Owner has control over the cost of labor, materials or methods by which contractors determine the prices of construction.

L. APPLICABLE STATE LAW:

- a. This document shall be governed by the laws of the State of South Carolina.

SPECIAL PROVISIONS

The Owner and Venture Engineering, Inc. mutually agree that this Agreement shall be subject to the following special provisions which, together with the provisions hereof and the exhibits hereto represent the entire Agreement between the Owner and Venture Engineering, Inc. and that they may only be altered or repealed by a duly executed written document.

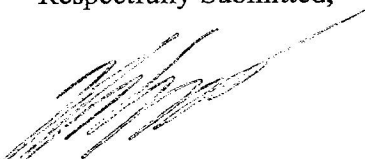
“NO SPECIAL PROVISIONS”

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

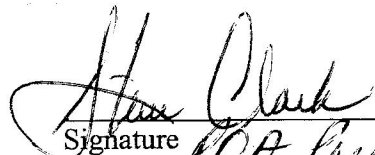
Upon acceptance of this proposal, please executive two (2) copies, one for your file and return the remaining copy to Venture Engineering, Inc.

(Faint mirrored text from reverse side of page)

Respectfully Submitted,



Brandon K. Elvis, P.E.
President


Signature *POA President*

Feb 9, 2024
Date

County GIS Diagram:

