

21221_City of Apalachicola_Feasibility Study_Contract
MK Weber Engineering, LLC
3200 W. 23rd Street, Panama City, FL 32405
850-640-4298

Project Name: City of Apalachicola

Project Type: Feasibility Study

MK Weber Project #: 21221

Contract Issue Date: June 14, 2021

Client(s) Name: City of Apalachicola

Parcel ID's: 01-09S-08W-8330-0185-0010 (Wooded), 01-09S-08W-8330-0186-0060 (Triangle #1), 01-09S-08W-8330-0186-0061 (Triangle #2), 01-09S-08W-8330-0186-0090 (Pump House)

Project County: Franklin

Consulting Engineer: Michael K. Weber, P.E.

Price

MK Weber Engineering will provide the services outlined in this contract, apart from any incurred fees which are defined and explained in the Contractual Obligation section of this contract, for the following price.

Inspection: \$1,600

Structural Report: \$2,600

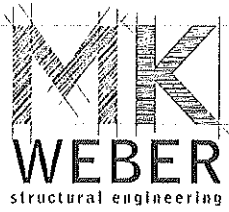
Pump House Feasibility Report: \$3,300

Triangle & Wooded Lot Feasibility Reports: \$5,600 (2 @ \$2,800)

Elevation Certificates: \$3,250 (5 @ \$650)

Soil Testing: \$6,880 (Garlick Environmental)

Total Project Cost: \$23,230



II. Contractual Agreement (continued)

Project Release

MK Weber Engineering is not contractually obligated to release any information related to *the project* to anyone other than *the client(s)* and is not contractually obligated to send preliminary and/or final work related to *the project*, including, but not limited to, drawings, reports, letters, details, calculations, and charts, even if *the project* has been paid for in full, to anyone other than *the client(s)*. MK Weber Engineering will not release any final drawings or reports until *the project(s)* has been paid for in full. MK Weber Engineering will not release any CAD files associated with its preliminary or final drawings.

Completion

MK Weber Engineering is not contractually obligated to meet the quoted project completion time-frame.

Cancellation

In the event that *the client(s)* cancels *the project*, the client(s) will be fully financial responsible for the total amount of the price agreed upon in this contract. If the client(s) cancels the project within 24 hours of contract submission, the client(s) will only be responsible for a \$250 cancellation fee. The deposit that is paid to MK Weber Engineering for *the project* is non-refundable and will be forfeited by *the client(s)* if *the project* is cancelled at any time.

Assumptions and Key Understandings

MK Weber Engineering will provide *the client(s)* with design documents only. Construction related services are not included. Two revisions are typical during the design phase and are included in this contract. A change in scope, additional revisions, and/or redesigns may be subject to an addendum to this contract with a change in price. This contract does not include landscape architecture and soil borings. This contract does not include stormwater design. If this contract was preceded by a site visit, the site visit fee is a separate charge from the price set forth in this contract, unless otherwise noted in this contract.

Terms

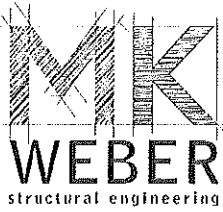
All terms and conditions of this contract will expire thirty (30) days from the date of issuance to *the client(s)*. The date of issuance can be found on the cover page of this contract.

Insurance

MK Weber carries professional liability insurance of \$1,000,000 and general liability insurance of \$1,000,000.

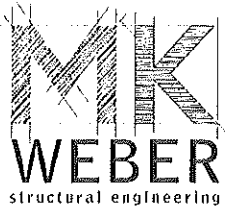
Disclaimer

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VI. Scope of Work:

- Scope Summary
 - Parcel 01-09S-08W-8330-0186-0090 (Pump House)
 - Structural Report
 - Written evaluation on damage of building and if it can be repaired
 - Feasibility Report
 - Cost effectiveness of converting structure to restaurant vs. demolishing and building affordable housing
 - Parcels 01-09S-08W-8330-0186-0060 & 01-09S-08W-8330-0186-0061 (Triangles #1 & #2)
 - Feasibility Report
 - Cost of building affordable housing on parcels with rental income estimations
 - Two alternate structure options for parcels with cost effectiveness
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Total Project Cost: \$23,230



I. Payment Schedule

MK Weber Engineering will require the inspection, elevation certificate, and soil testing fees to be paid and for this contract to be signed prior to the commencement of any work related to *the project* outlined in this contract. Payment is due upon completion and prior to release of all reports.

II. Contractual Agreement

Definitions

For the purpose of this contract, the person(s) signing and accepting full responsibility for the contents of this contract shall herein be referred to as *the client(s)*.

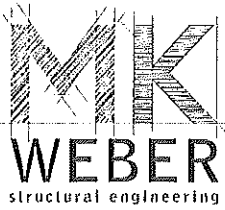
For the purpose of this contract, the job that this contract pertains to will herein be referred to as *the project*.

Financial Responsibility

The client(s) accepts full financial responsibility for *the project* that this contract pertains to in its entirety, including but not limited to the scope of work, contractual price, and any and all fees that are incurred by MK Weber Engineering during the duration of *the project* which will include, but will not be limited to, surveys, soil borings, storm water design, etc. *The client(s)* accepts that the contracted hours included in the cost of *the project* that this contract pertains to are the set number of hours that MK Weber Engineering employees have allotted to spend on *the project*. For the purpose of this contract, hours are defined as any time any MK Weber Engineering employee spends on *the project*, including, but not limited to drafting, engineering, consultations, and all meetings that have any relation to *the project*. MK Weber automatically allots a specific number maximum number of hours to a project which include drafting, client communication, revisions, engineering, and review. *The client(s)* agrees that if these allotted contractual hours are exceeded at any time and for any reason during the duration of *the project*, they will be fully financially responsible for the fees that are incurred for these extra hours and will be required to pay these fees in their entirety upon the completion of the project and before MK Weber Engineering releases any and all work related to *the project* to either *the client(s)* or any contractor or sub-contractor related to *the project*. For a list of fees that will be billed to the client(s) for all hours exceeding their contractual amount, please see *Additional Professional Services*.

Project Communication

The client(s) agrees that this contract is solely between MK Weber Engineering and *the client(s)*. MK Weber Engineering is not contractually obligated to engage in extraneous communication with contractors and sub-contractors related either directly or indirectly with *the project*. For the purpose of this contract, extraneous communication will be defined as phone calls, emails, text messages, consultations, and meetings that exceed a reasonable amount of time. For the purpose of this contract, a reasonable amount of time will be defined as continued daily correspondence of any kind with a contractor or sub-contractor related either directly or indirectly with *the project* in such a manner that is disruptive to MK Weber Engineering and its employees. All project communication, including but not limited to, plan revisions, discussions, etc. must be done via email. Any telephone communication related to plan revisions, etc. must be followed up with an email to the MK Weber Employee associated with your project in order for any revisions to be confirmed.



II. Contractual Agreement (continued)

Project Release

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Completion

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Cancellation

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Assumptions and Key Understandings

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Terms

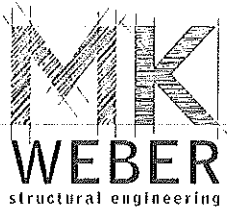
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Insurance

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Disclaimer

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related to *the project* by the client(s) for professional use is prohibited, unless otherwise agreed upon in a signed document by MK Weber Engineering.

MK Weber Engineering is not responsible for providing inspections during or after the construction process of *the project* unless otherwise stated in this contract.

III. Additional Professional Services

Design & Engineering: \$125/hr

Meetings, Conferences, and Correspondence: \$75/hr

IV. Design Approval Process (If Applicable)

MK Weber has two phases during the drafting of plans. The design approval process in which the *client(s)* must approve each phase of design before moving onto the next phase is vital in ensuring all parties have agreed upon the plans as they move through both phases. Once *the client(s)* has signed the approval sheet for each phase, the draftsman moves onto the next phase, at which point any changes made to the sheets in the previous phase become cumbersome. Due to the amount of time and work that goes into changes to sheets that have already been approved, additional fees may be incurred for any requests made to change sheets that have already been approved. Design phases are as follows:

Phase I: Approval of the Site Plan, Floor Plan, and Elevations (when applicable)

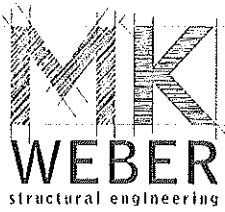
Phase II: Approval of the Final Design Set, including Electrical (when applicable)

**Please note that Phase II is a final sign-off.*

V. Plan Modifications

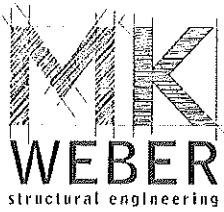
Any modifications made to the plans that are outside the scope of this contract, including, but not limited to changing the square footage or design elements, will be subject to an additional fee that must be outlined and approved in an addendum to this contract.

(next: Scope of Work)



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VII. Final Words

If the terms of this contract are agreeable to you, please sign and return this contract with your deposit within thirty days. MK Weber Engineering appreciates your business. We look forward to working with you.

I hereby accept the terms set forth in this contract. The effective date of this contract is June 14, 2021 and the expiration date is July 14, 2021; thirty days from the effective date. By signing this contract, *the client(s)* agree that this contract supersedes all other verbal agreements that may have previously been discussed.

Date

Date

Client 1 Signature

Client 2 Signature *(if applicable)*

Client 1 Printed Name

Client 2 Printed Name *(if applicable)*