

June 4, 2025

Mr. Carl Crist
Sawgrass Players Club Homeowners Association
4200 Marsh Landing Boulevard, Suite 200
Jacksonville Beach, Florida 32250
(via email: carlcrist@bellsouth.net)

**RE: *Sawgrass Parking Lot Expansion – Players Park
Proposal for Engineering Services
AE# 25-62***

Dear Mr. Crist:

Almond Engineering, PA (Consultant) is pleased to submit this fee proposal to Sawgrass Players Club Homeowners Association (Client), for engineering services on the above-referenced project. It is our understanding that this project consists of parking lot expansion within the limits/jurisdiction of Sawgrass Players Club in St. Johns County, Florida. The project will include a new parking area, with approximately 12 parking spaces. This project will require permitting through St. Johns County (SJC) and St. Johns River Water Management District (SJRWMD). Our proposed scope of work and fee schedule is as follows:

GENERAL PROJECT UNDERSTANDING

- The project is located in Sawgrass Players Club Master Association, St. Johns County, as located in Exhibit "A".
- The Consultant will prepare civil construction documents with the given constraints of local zoning codes and ordinances, SJC Traffic Concurrency requirements, SJC and SJRWMD stormwater system design requirements.
- The project consists of the design and permitting of parking lot expansion which consists of approximately 12 parking spaces.
- The client will provide and furnish a current geotechnical soil evaluation for the proposed pavement areas (if required).
- The client will provide and furnish a current topographical survey for the proposed expansion area (survey to include trees, above ground markers, sidewalks, drainage inlets, culverts, etc. with inverts). Horizontal datum shall be at a minimum of NAVD 83 in the Florida State Plane, with newer NSRS 2011 also being acceptable. Vertical datum shall be provided in NAVD 88 based upon a minimum of (3) benchmarks (existing or temporary as established by the surveyor) at the site.
- It is anticipated that this project will receive a de minimis status approval from SJRWMD, since the new impervious is less than 10% of the permitted masterplan.

- If SJRWMD comes back and requires additional stormwater management this will be considered an additional service.

I. PRELIMINARY ENGINEERING, DUE DILIGENCE, DRAINAGE ANALYSIS AND PRELIMINARY SITE PLAN DEVELOPMENT:

- 1.1 St. Johns River Water Management District Pre-Application Meeting** – The Consultant will review the site-specific drainage requirements for this project. This information will be used to complete a preliminary site plan for the Client’s review and approval prior to submission to SJRWMD. It is anticipated that the proposed improvements will require a formal SJRWMD Permit Application.
- 1.2 St. Johns County Due Diligence & Pre-DRC Application** – The Consultant will contact SJC to obtain information for permitting and pre-design services. The Consultant shall prepare a Master Site Plan for the exit lane modifications and submit this to SJC for a Pre-DRC hearing. The Pre-DRC Master Site Plan will show proposed exit/turn lane configurations, required buffers, setbacks and zoning requirements for the proposed project.
- 1.3 Preliminary Site Plan for Client Review**– With the information gathered in tasks 1.1 to 1.2, we will provide the client a preliminary layout showing the proposed exit drive isle geometry and modified landscape areas.

II. ENGINEERING SITE, STORMWATER SYSTEM AND UTILITY DESIGN

The Consultant will design and prepare calculations and engineering plans including:

- 2.1** Site demolition, site geometry/horizontal control, paving, grading, and drainage, storm sewer design, layout, and sizing (if required), project design construction details for paving/grading/drainage, and a stormwater pollution and sedimentation control plan.
- 2.2** This design and engineering documentation will include the existing guard gate and surrounding entry and exit roadways, the proposed new exit / turn lanes, and the overall stormwater management contributory drainage areas.
- 2.3** Design shall adhere to local jurisdictional and federal design standards.

III. PERMITTING

The Consultant will prepare and submit permit applications to the following agencies on behalf of the client:

- 3.1 **St. Johns County DRC Submittal and Review** – The Consultant will prepare and submit applications, engineering drawings, and calculations to SJC Development Services for review of the proposed improvements to Bridal Way. The Consultant shall respond to additional requests for information from SJC, as required.
- 3.2 **St. Johns River Water Management District Design and Review** – The Consultant will prepare a SJRWMD de minimis Environmental Resource Permit (ERP) applications, engineering calculations and engineering drawings (including an overall site plan, pre and post-development plans; paving, grading, and drainage plans; preliminary storm sewer design, layout and sizing; project design construction details; and a construction sedimentation control plans) for submittal to SJRWMD for review of the proposed stormwater management facilities proposed for the subject property.

IV. LANDSCAPE AND IRRIGATION DESIGN:

The Consultant will engage landscape design sub-consultant to prepare a landscape plan, tree mitigation plan, planting, and irrigation plan, and all associated details consistent with the Project Architect's program for the subject property, to comply with St. Johns County Minimum Landscape Requirements.

V. MEETINGS AND COORDINATION:

(Hourly per Rate Sheet)

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed based on the hourly rate listed in this agreement. Additional services that can be provided include, but are not limited to:

- 5.1 Revisions to the application, attachments and exhibits due to client's changes to the development program.
- 5.2 Regular project update meetings at the request of the owner, owners' rep, and /or contractor not originally identified or contemplated in the original project scope.
- 5.3 Additional meetings and/or hearings not outlined in the Scope of Services.
- 5.4 Additional onsite meetings not outlined in the Scope of Services.
- 5.5 Land Development Traffic Analysis
- 5.6 Wetland or Biological surveys or studies.

FEE SCHEDULE

	Scope of Basic Services	Lump Sum Fee	Amount Minus Retainer	
Retainer	Retainer		\$7,433.40	
Task I	Preliminary Engineering & Due Diligence	\$4,500.00	\$3,600.00	
Task II	Engineering Design/Production of Construction Drawings	\$19,117.00	\$15,293.60	
Task III	Permitting – SJC	\$6,000.00	\$4,800.00	
Task III	Permitting – SJRWMD	\$3,000.00	\$2,400.00	
Task IV	Landscape & Irrigation	\$4,550.00	\$3,640.00	
Task V	Meetings & Coordination			Hourly per Rate Sheet
	TOTAL	\$37,167.00	\$37,167.00	

Any additional services, outside the scope of work detailed in this proposal must be approved by the Client in writing, prior to commencement of work.

Please note that the fees outlined in this proposal are valid for 30 days from the date of the proposal. After 30 days, Almond Engineering reserves the right to amend the proposal fee to reflect any changes in market conditions or project scope.

Additionally, if work is suspended for more than 6 months, we reserve the right to revise the proposal and pricing to reflect any changes in market conditions or project scope at the time Almond Engineering resumes work.

VI. Additional Services not anticipated but may be required by permitting agencies during the permitting phase or requested by the client.

- 6.1** Data Collection with GPS (equipment only) \$1,500.00
- 6.2** Additional Preliminary/Conceptual Layouts above what is provided in section 1.3 is an additional service Hourly per our Rate Sheet.

VII. ITEMS NOT INCLUDED:

- Administrative Deviation Application
- Administrative Hearings
- As-Built Surveying
- Clearing and Grading
- Consumptive Use Permitting (CUP)
- Dewatering Design
- Easement Documents
- Easement Coordination
- Electrical Design/Permitting
- Engineer's Opinion of Probable Cost
- Environmental Impact Permitting
- Environmental Investigations
- Environmental Resource and Federal 404 Permitting
- FDOT Turn Lane Design / Permitting
- FEMA Flood Plain Modeling Analysis
- FEMA LOMR-F or CLOMR-F
- Full Time Construction Supervision
- Geotechnical Investigations
- Groundwater Modeling
- Hardscape Design and Permitting
- Impact Fees
- Internal Building Fire Sprinkler Suppression Analysis
- Irrigation/Well Permitting
- Landscape and Irrigation Design and Permitting
- Material Testing
- Mitigation Area Design
- Notice of Commencement
- NPDES
- Offsite Improvements not listed in proposal
- Permit Application Fees
- Photometric
- Plan Reproduction for Contractor's Use
- Plat Filing and Fees
- Plat Preparation / Processing
- Platting
- PUD Application
- Retaining/Headwall Wall Design
- Rezoning / Legal Work
- Signage Design/Permitting
- Soils Investigation
- Street Light Design
- Structural Engineering
- Surveying
- Traffic Engineering
- Traffic Signal Design
- Utility Growth / Capacity Fees
- Utility Locates (SUE) as required by JEA
- Well/Septic Design
- Wetlands Delineation

VIII. ITEMS PROVIDED TO THE CONSULTANT BY THE CLIENT:

- Permit Application Fees
- Boundary, Tree & Topographic Survey
- Geotechnical Soil Boring Information
- Record Drawings "As-Built", once construction is complete.

Thank you for the opportunity to offer you a proposal for professional services. Please review the contract and, if it is acceptable, please return one signed copy of this proposal for our records. We are ready to begin work immediately upon receiving this signed proposal. If you have any questions during your evaluation of this proposal, please do not hesitate to call us. We look forward to working for you.

Sincerely,

Almond Engineering, P.A.



Eric J. Almond, P.E.
President

Attachments: General Conditions & Rate Schedule

ACCEPTED BY:

Signature*

Date

Typewritten or Printed Name

Title

Billing Information:

Please provide the following billing details to ensure accurate invoicing:

Billing Contact Name: _____

Company Name: _____

PO#: _____

Billing Address:

Street: _____

City: _____

State: _____ ZIP Code: _____

Phone Number: _____

Email Address (for invoices): _____

Exhibit "A"

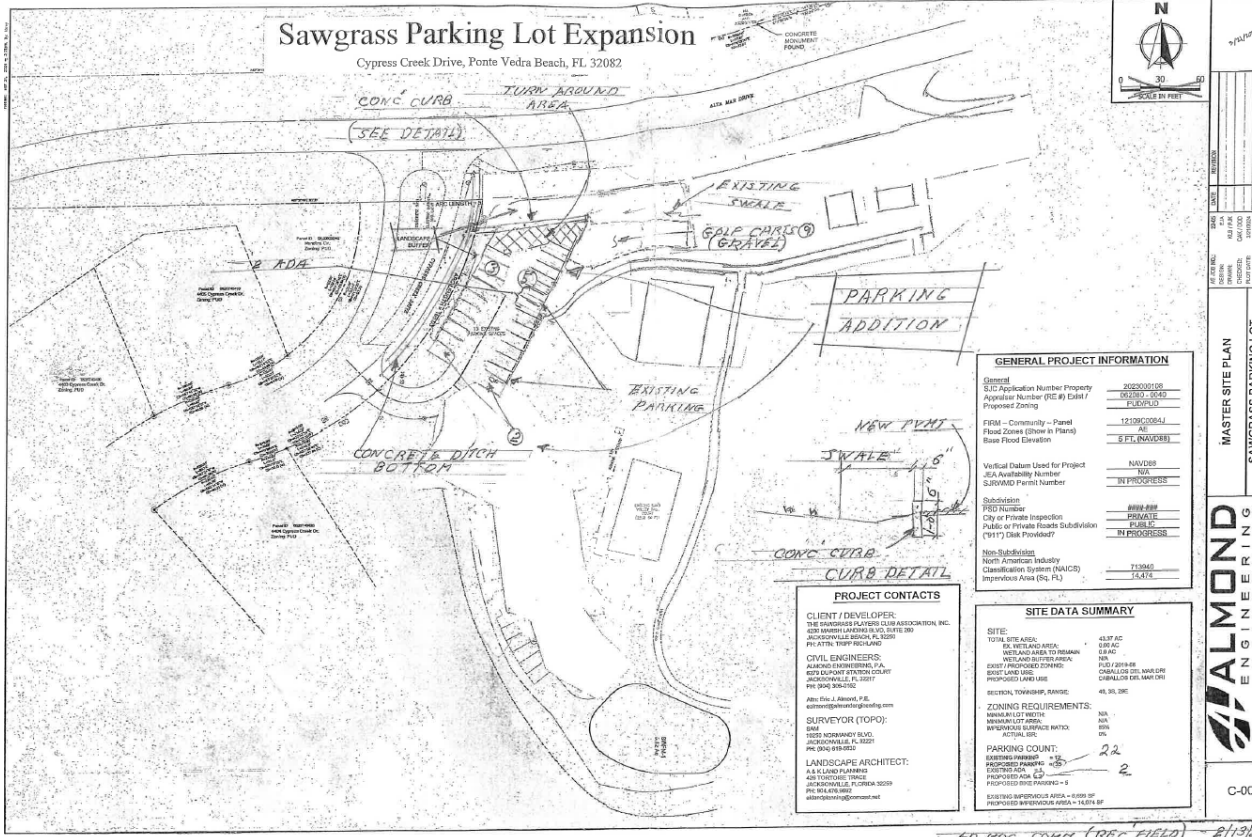
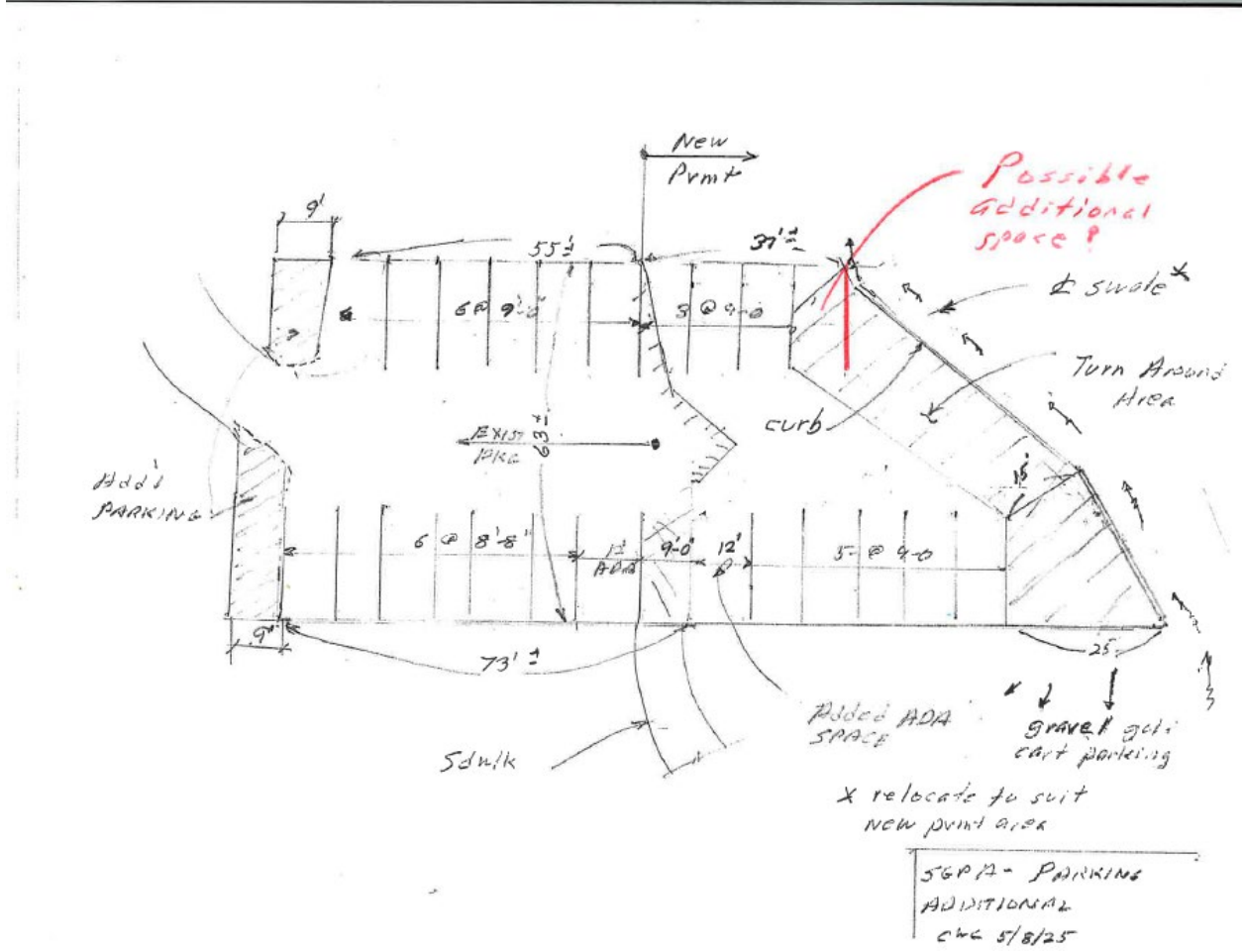


Exhibit "B"



GENERAL CONDITIONS

1. **Payment Terms** - Payment will be submitted monthly on a percent complete basis. Payment for the work completed is **NOT** contingent upon receipt of governmental or other approvals. Payment is required within thirty (30) days from the date of invoice. Past due invoice amounts will be subject to interest charged at a rate of one and one-half percent (1- 1/2%) per month. Should any invoice be more than fifteen (15) days late, Almond Engineering, P.A. shall have the right to suspend work on the project five (5) days after providing written notice and an opportunity to cure the late payment to the client. In the event Almond Engineering, P.A. is required to bring an action to collect its fees in connection with the work contemplated by this contract, Almond Engineering, P.A. shall be entitled to recover reasonable attorneys' fees, interest on the outstanding balance from the date when payment was originally due, and the costs of such action.

Almond Engineering, P.A. will not stamp drawings produced for this project under the terms of this agreement until all invoices billed up to that point have been paid in full.

If the scope of this contract is modified, additional work may be undertaken under a lump sum fee or on a time and material basis. Authorization for additional work shall be obtained in writing prior to commencement of such work.

2. **Reimbursable Expenses** - All reimbursable expenses and subcontracted work will be billed at cost plus fifteen percent (15%). Reimbursable expenses shall include, but not be limited to, mileage, courier fees, prints, and fees for sub-consultants. Such expenses shall be invoiced as reimbursable expenses in accordance with the standard rate schedule.
3. **Lump Sum Fee** - The lump sum fee and corresponding scope of work have been formulated based on existing regulatory codes, ordinances and procedures known to Almond Engineering, P.A. on the date of the proposal preparation. Should subsequent changes to regulatory requirements necessitate revisions to completed work or result in an increased level of effort, compensation for this additional work shall be in accordance with paragraph 1 above.

The lump sum fee does not include the cost of surveying, geotechnical testing, hydrogeologic studies, or preparation of easement documents unless specifically included in the defined scope of engineering services. While Almond Engineering, P.A.'s responsibilities, include coordination with your sub-consultants, all sub-consultant fees shall be billed to you directly and are considered reimbursable expenses as described in paragraph 2.

4. **Permit/Zoning** - This agreement does not include application fees to any regulatory agency. The client shall furnish the appropriate fee at the time each application is submitted.
5. **Certifications Required** - Regulatory permits may be conditioned upon Engineer of Record inspection and certification of construction. Almond Engineering, P.A. may provide progress and final inspections in the event such a condition is imposed. Compensation for this additional work shall be in accordance with paragraph 1 above.
6. **Information for Sole Use and Benefit of the Client** - All opinions and conclusions of Almond Engineering, P.A., whether written or oral, and any plans, specifications, or other documents and services provided by Almond Engineering, P.A., are for the sole use and benefit of the client and are not to be provided to any other person or entity without the prior written consent of Almond Engineering, P.A. Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of any third party against either Almond Engineering, P.A. or the client.
7. **Ownership of Documents** - All documents produced by Almond Engineering, P.A. under this agreement are the instruments of Almond Engineering, P.A.'s professional service and shall remain the property of Almond Engineering, P.A. and may not be used by the client for any other purpose without the prior written consent of Almond Engineering, P.A. The client specifically agrees to indemnify Almond Engineering, P.A. for any claim, damage, liability, and costs, including reasonable attorneys' fees and defense costs, arising out of client's unauthorized or improper use of any documents produced by Almond Engineering, P.A.

8. **Cost Opinions** - Preliminary and detailed estimates of construction costs, if any, represent our best judgment as a design professional familiar with the construction industry. It is recognized, however, that Almond Engineering, P.A. has no control over the cost of labor, materials or equipment, over the construction methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Almond Engineering, P.A. cannot and does not warrant or represent that bids or negotiated prices will not vary from the client's project budget or from any cost estimate of construction cost or evaluation prepared or agreed to by Almond Engineering, P.A.
9. **Insurance** - Almond Engineering, P.A. shall provide proof of general liability insurance and professional malpractice insurance with at least \$1,000,000 of coverage per occurrence and \$2,000,000 of coverage in the aggregate for each policy and agrees to actively maintain this level of coverage at all times during the project, name the Client as an additional insured on such policies, and will provide proof of worker's compensation insurance for its employees as legally required. Almond Engineering, P.A. will also provide proof of licensure with the County and State, as necessary to perform the work and/or services required under the Agreement and shall maintain their licensure throughout the term of this Agreement.
10. **Indemnification** - To the fullest extent permitted by law, the Client shall indemnify, defend, and hold harmless Almond Engineering, P.A., its officers, directors, employees, agents, and sub-consultants from and against any and all damages, liabilities, losses, and costs, including reasonable attorneys' fees and defense expenses, arising out of or resulting from any negligent acts or omissions, gross negligence, or intentional misconduct of the Client, its officers, directors, or employees.

Likewise, Almond Engineering, P.A. shall indemnify, defend (but only to the extent covered by its general liability insurance as required by this Agreement), and hold harmless the Client, its officers, directors, members, and employees from and against any and all claims, suits, actions, proceedings, losses, liabilities, or expenses (including reasonable attorneys' fees and court costs through appeal) arising out of third-party tort claims to the extent caused by the negligent acts or omissions, gross negligence, or willful misconduct of Almond Engineering, P.A., its employees, agents, or subcontractors.

11. **Risk Allocation** - In recognition of the relative risks, rewards, and benefits of the project to both the client and Almond Engineering, P.A., the risks have been allocated so that the client agrees that, to the fullest extent permitted by law, Almond Engineering, P.A.'s total liability to the client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amount of Almond Engineering, P.A.'s fee or Ten Thousand Dollars (\$10,000.00), whichever is greater. Such costs include, but are not limited to, Almond Engineering, P.A.'s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. Further, Almond Engineering, P.A. and Client waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by Almond Engineering, P.A., regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or to their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract.
12. **Termination of Services** - Either party may terminate this agreement with or without cause by providing ten (10) days' written notice to the other party. Notice must be delivered by USPS certified mail (return receipt requested) or by trackable services such as Federal Express or UPS. The termination will be effective thirty (30) days from the date of notice.

Almond Engineering, P.A. shall be entitled to compensation for services rendered up to the effective date of termination, based on a reasonable estimate of the completed work, as well as for any unpaid reimbursable expenses. This compensation shall be Almond Engineering, P.A.'s sole remedy under this Agreement.

13. **Dispute Resolution** - This agreement shall be governed by the laws of the State of Florida. Any claim, dispute or other matter in question arising out of or related to this agreement shall be subject to mediation as a condition precedent to arbitration in accordance with the construction industry mediation rules of the American Arbitration Association currently in effect. The parties shall share the mediator's fee and any filing fees equally. Mediation shall be held in Jacksonville, Duval County, Florida, unless another location is mutually agreed upon by the parties. Agreements reached at mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. Claims, disputes, and other matters that are not resolved by mediation shall be subject to and decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with the applicable law in any court having jurisdiction thereof. In no event shall the demand for mediation or arbitration be made after the date when the institution of legal or equitable proceedings based on such claim, dispute, or other matter in question will be barred by the applicable statute of limitation.
14. **Certificate of Merit** - Prior to filing any claim against Almond Engineering, P.A., the client must secure the written opinion of a licensed design professional experienced in the design of similar projects identifying all alleged errors and omissions, and the client must provide the written opinion to Almond Engineering, P.A. and allow sixty (60) days for a reply. All employees of Almond Engineering, P.A. are deemed and intended to be third party beneficiaries of this provision.
15. **Severability and Survival** - If any of the provisions contained in this agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnity shall survive termination of this agreement for any cause.
16. **No Third-Party Beneficiaries** - This agreement gives no rights or benefits to anyone other than the client and Almond Engineering, P.A. and its employees, officers, and directors. There are no other third-party beneficiaries of this agreement.
17. **Corporate Liability** - It is intended by the parties to this agreement that Almond Engineering, P.A.'s services in connection with this project shall not subject Almond Engineering, P.A.'s individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the client agrees that as the client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Almond Engineering, P.A., a Florida corporation, and not against any of Almond Engineering, P.A.'s employees, officers, or directors. IT IS AGREED THAT PURSUANT TO FLORIDA STATUTE 558.0035, INDIVIDUAL EMPLOYEES HIRED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE IN PERFORMING SERVICES UNDER THIS CONTRACT.
18. **Defects in Service** - The client shall promptly report to Almond Engineering, P.A. any defects or suspected defects in Almond Engineering, P.A.'s work or services of which the client becomes aware, so that Almond Engineering, P.A. may take measures to minimize the consequences of such defect. The client warrants that he or she will impose a similar notification requirement on all contractors in his or her client/contractor contract and shall require all sub-contractors to notify Almond Engineering, P.A. of any such alleged defects.

Payments to design professionals shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the client of offsetting reimbursement or credit from other parties causing additional services or expenses. No withholdings, deduction or offsets shall be made from Almond Engineering, P.A.'s compensation for any reason unless Almond Engineering, P.A. has been bound to be legally liable for such amounts.

19. **Access to Site** - Unless otherwise stated, Almond Engineering, P.A. shall be provided access to the site for activities necessary for the performance of the services.

20. **Hidden Conditions and Hazardous Materials** - A condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Almond Engineering, P.A. has reason to believe that such a condition may exist, Almond Engineering, P.A. shall notify the client who shall authorize and pay for all costs associated with the investigation of such a condition and all costs necessary to correct said condition. If: (1) the client fails to authorize such investigation or correction after due notification, or (2) Almond Engineering, P.A. has no reason to believe that such a condition exists, the client is responsible for all risks associated with the condition, and Almond Engineering, P.A. shall not be responsible for the existing condition or any resulting damages to persons or property. Almond Engineering, P.A. shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.
21. **Jobsite Safety** - Neither the professional activities of Almond Engineering, P.A., nor the presence of Almond Engineering, P.A. or its officers, directors, employees, and sub-consultants at the construction site shall relieve the general contractor and any other entity of their obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all persons in the work of constructing in accordance with the contract documents and any health or safety precautions required by their regulatory agencies. Almond Engineering, P.A. and its officers, directors, and employees have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precaution. The client agrees that the general contractor is solely responsible for jobsite safety and warrants that this intent shall be made evident in the client's agreement with the general contractor. The client also agrees that the client, Almond Engineering, P.A. and Almond Engineering P.A.'s consultants shall be indemnified and shall be made additional insureds under the general contractor's general liability insurance policy.
22. **Time Bar to Pursue Any Claim** - All claims by either party arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any claim be initiated by either party after two (2) years have passed from the date of issuance of the Certificate of Completion, unless Almond Engineering, P.A.'s services shall be terminated earlier, in which case the date of termination of this agreement shall be used.
23. **Assignment** – Neither Party shall assign this Agreement to any subsidiary, successor, or affiliate without the prior written consent of the other Party.
24. **Counterparts** - This Contract may be signed in counterparts and any electronic, scanned, faxed or photocopied signature or copy of the Contract shall be deemed one and the same as an original.
25. **Entire Agreement** - This Contract constitutes the entire agreement between the parties, and there are no other agreements, representations or warranties other than as set forth herein.

Almond Engineering, P.A. will perform additional services as requested by the client for the following hourly rates:

Almond Engineering Hourly Rate Schedule	
Principal	\$ 325.00
QA/QC Engineer	\$ 225.00
Senior Professional Engineer	\$ 210.00
Professional Engineer	\$ 190.00
Engineering Analyst	\$ 150.00
Senior CAD Designer	\$ 150.00
CAD Technician / Drafter	\$ 125.00
Project Manager	\$ 185.00
Administration	\$ 75.00

EFFECTIVE May 1, 2025