

**WORK AUTHORIZATION FORM NO. 1
UNDER CONTINUING MASTER SERVICES AGREEMENT WITH AMERICAN
ENGINEERING CONSULTANTS, INC.**

This Work Authorization is No. 1 and is made and entered into between the Town of Edisto Beach, Edisto Beach, SC, (the "Town") and American Engineering Consultants, Inc., (AEC), hereinafter referred to as the Consultant.

Whereas, the Town and Consultant are parties to a Master Services Agreement dated February 27, 2020 (the "Services Agreement") for certain engineering services, pursuant to which the Town may issue multiple authorizations for specified scopes to be performed by the Consultant.

Whereas, pursuant to the terms of the Services Agreement and this Work Authorization, the Town desires to authorize the Consultant to proceed on an agreed scope of work on behalf of the Town.

Whereas, the Town and Consultant have reached agreement on the terms under which Consultant is authorized to proceed with services based on agreed Fees contained in the Services Agreement and the scope of work particularly described herein.

WITNESSETH, that in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Terms of Agreement; Scope of Work. Upon the execution of this Work Authorization by both the Town and the Consultant, Consultant agrees to initiate the services set forth in the agreed Scope of Work attached hereto as Exhibit "A" (the "Services"). The Services shall be performed as set forth in this Work Authorization and subject to the terms and conditions of the Services Agreement.
2. Schedule. The Schedule for the completion of the Services shall be as set forth in the agreed Scope of Work attached hereto as Exhibit "A". The completion dates are subject to change to the extent permitted under the terms of the Services Agreement.
3. Fees. The fees for the Services shall be based on (a) the fee schedule set forth in the Services Agreement and shall be paid based upon the man-hour estimates set forth in the agreed Scope of Work attached hereto as Exhibit "A" or (b) such other fee structure as the parties have agreed as set forth in the agreed Scope of Work attached hereto as Exhibit "A".

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in duplicate original and effective this _____ day of _____, 2021.

Town of Edisto Beach

American Engineering Consultants, Inc.

By: Crawford Moore
Title: Mayor

By: William H. Bingham, Jr.
Title: President

Exhibit “A”

Project Name:

Project Funding For: *“Town of Edisto Beach Coastal Storm Risk Management Project”*

Scope of Services:

We are being retained to assist the Town of Edisto Beach (Town) in their efforts to secure the funding needed to complete the *“The Town of Edisto Beach Coastal Storm Risk Management Project”*. This project is estimated to cost approximately \$21.5 Million. To date, the Town has secured approximately \$14.4 Million in federal funding through a 2018 federal grant, however, this grant has a local match requirement of approximately \$7.2 Million. We will be working with the town to seek grant funds from the State of South Carolina that can be used as part of the Town’s \$7.2 Million federal match requirement. We will work with the Town to develop and implement the best strategies possible for seeking state level funding opportunities for this project. As part of our work, we will be meeting with federal, state, and local elected officials, as well as other community leaders who are able to assist us in achieving our objectives. Upon request, we will attend council meetings, activities or other functions that are relevant to our work, and we will be available to give periodic updates as requested. The scope of service outlined herein will begin October 1, 2021 and will end no later than June 30, 2022.

The following fees will apply:

FEES	
Fees to provide the aforementioned services are as follows:	
CONSULTING SERVICES	\$5,000.00 per month
Not to Exceed 9 months	\$45,000.00
<ul style="list-style-type: none"> * The above fee does not include printing fees and other reimbursable costs such as travel and lobbyist registration fees, which will be billed in accordance with AEC’s most current Rate Schedule. * Additional consulting work associated with this Project that is required and requested by the Owner which is not listed in this scope of services shall be performed on an Hourly Basis in accordance with AEC’s most current Rate Schedule. 	

Invoices will be issued during the month in which consulting services are rendered starting October 1, 2021. Invoices will be paid within 30 days of receipt. If payment is not made within thirty days, the Town agrees that American Engineering Consultants, Inc. (at its discretion) may charge interest beginning thirty days after the date of the invoice on the unpaid balance at the rate of one and one-half percent per month.

If payment, in full, is not received by American Engineering Consultants, Inc. within thirty days of the date of the invoice, American Engineering Consultants, Inc. may cease to provide services on the Project until such time as payment, in full, is received.