

ENGINEERING AND  
CONSTRUCTION, INC.

INSPECTIONS

ENGINEERING

CONSTRUCTION

COA# 28388- QB# 52647

PROPOSAL

January 28<sup>th</sup>, 2025

Oceanview Building A Condominium Association, Inc.  
19390 Collins Ave.,  
Sunny Isles Beach, FL 33160

Contact: Tricia Wright,  
Phone: 305-931-5005 Ext. 103  
Email: manager@oceanviewa.com

Re: Professional Engineering Services:

Engineering/Inspection/Project Management  
➤ (50) Year Structural Re-Certification  
➤ Site Visit & Repair Quantification  
➤ Building RFP Pkg. & Bidding Services  
➤ Special Inspections Services  
➤ Construction Management Services  
(1) Building.

1.0 INTRODUCTION

S&D ENGINEERING AND CONSTRUCTION, INC., herein referred to as the Engineer, is pleased to submit this proposal to THE BOARD OF DIRECTORS OF OCEANVIEW BUILDING A CONDOMINIUM ASSOCIATION, INC., herein referred to as the Client. S&D Engineering and Construction Inc., understands that the Client is requesting the Engineer to provide a proposal for the Building Re-Certification, Deteriorated Concrete Repair Quantification, Concrete Repair Project Manual & Bid Solicitation, Threshold Inspections & Construction Management Services for One (1) building as described under the Task I, Task II, Task III & Task IV during the course of the construction. This proposal speaks only for services that would be performed by professionals under the employment of S&D Engineering and Construction, Inc.



## 2.0 SCOPE OF SERVICES

The Engineer has been asked to provide solutions for the following Scope Items:

- (50) Year Re-Certification (Structural Only). (See Task I)
- Site Visit & Repair Quantification. (See Task II)
- Concrete Restoration Project Manual & Bid Solicitation. (See Task III)
- Special Inspection Services. (See Task IV)
- Construction Management Services. (See Task V)

The Scope of Services provided by this proposal include Professional Engineering Services as may be related to the evaluation and assessment of existing conditions, review of available record documents and previous reports, generation of product specifications and bid standards to accompany the Permit Documents necessary to authorize the work and provide a level of construction program management and field quality assurance on behalf of the Client, and to the degree valued by the Client.

Specifically, the Engineer proposes to provide services under the following tasks, in order to allow the Client flexibility in scheduling the work and controlling the associated expenses.



## 2.1 Task I – (50) Year Building Re-Certification Inspection Reports

The Engineer has been asked to provide solutions for the following Scope Items:

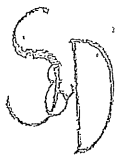
- Perform Structural Survey and Provide a (50) Year Re-certification Report.

S&D's 50 Year Recertification process consists of the following;

- Licensed Professional Engineer will perform a site visit to the building to be re-certified. The area of inspections include Roofs, Building Units, Common Areas, Utility Rooms, Garage and Pool Deck, etc.
- While at site the Professional Engineers will perform Structural Inspections as specified by the Dade County Ordinances form.
- Signed and Sealed report will be provided if the building passes the (Structural) re-certification requirements

### Fees for Task I:

Lump Sum (Structural).....\$2,950



## 2.2 Task II - Document Review, Site Visit & Deteriorated Concrete Quantification

S&D Engineering and Construction Inc. will review available record documents, building structural drawings, previous studies and any documentation of repairs performed previously to the building (provided by the client). Also, the Engineer will perform multiple site visits to make detailed observation of the existing condition of the deteriorated concrete components of the building. The assessment will include a photographic log, narrative description of findings and a spread sheet showing the approximate quantities of the concrete repairs.

The observation will be performed which is as follows:

- Tapping of all accessible areas using steel hammer
- Visual Observation
- Client is to provide access to all balconies at the building

### Fees for Task II:

Lump Sum.....\$3,250



### 2.3 Task III – Specifications Concrete Restoration Program

The Engineer proposes to provide the following scope of services:

- Concrete Repair Quantifications
- Prepare concrete repair drawings
- Prepare concrete repair specifications
- Building paint specifications
- Waterproofing specifications
- ~~Caulking specifications around the window perimeter~~
- Prepare Instruction to Bidders.
- Prepare Bid Forms for the contractor.
- Prepare contractor insurance requirement docs.
- Attend pre-bid meeting at the site with the contractors
- Attend meeting with the Board for contractor selection
- Review of submitted bid
- Provide Bid comparison sheet and help the association in short listing contractors
- Review of AIA contract to be executed between the contractor and Board of Directors.

Upon final approval by the Board and the permit agency, these documents shall become the Construction Documents and a basis for the Contractor's Agreement with the Client.

#### Fees for Task III:

Lump Sum.....\$2,700

*"Two on-site meetings are included in the proposal any additional meetings  
Will be charged by the hour."*



## 2.4 Task IV – Threshold Inspection Services

The Engineer proposes to provide standard construction-phase oversight, throughout the construction duration period, specifically to include:

- Perform such inspections of the work as are necessary to ensure that it is performed in accordance with the repair contract.
- Review of required shop drawing submittals
- Review of contractor R.F.I.'s and clarifications
- Attend regularly scheduled project site meetings
- Observe construction activities on a scheduled basis
- Process change orders (If any)
- Review contractor pay requests.
- Required engineering for any unforeseen condition (Not Included)
- Required engineering for shoring (Not Included)
- Provide weekly inspection report to the Local Building Department
- Provide a final inspection report at the end of the project to the owner and the building department.
- Keep a logbook and photos for the duration of the project.

### Fees:

*Permit Drawings & Specification & Comment Response (If Any) (\$450)/bldg.  
Minimum of three to four site visits per week during construction,*

*Professional Engineer = (2) Hours  
Special Inspector = (13) Hours*

*Total of Approx. (15) Hours/Week for the duration of project*

### Hourly Rate:

Professional Engineer.....	\$165/Hour
Engineer/Inspector.....	\$160/Hour



2.4 Task V – Project Management Services / Owners Representative Services

The Engineer proposes to provide Owner's Representative / Project Management Services throughout the construction duration period, specifically to include:

- Prepare construction schedule.
- Provide the owner the names of sub-contractors (If any).
- Assist in reviewing and interpreting the terms of the contract.
- Serve as the main point of contact between the owner, contractors, engineers, and other stakeholders.
- Track project costs to avoid overruns and address any potential issues early.
- Attend regularly scheduled project site meetings.
- Observe construction activities on a scheduled basis.
- Ensure that the owner receives appropriate releases of lien and labor and material warranties
- Track the progress of municipal, engineering, and architectural inspections.
- Ensure the project meets the local building code requirements.
- Perform necessary site visits to understand current conditions, logistical challenges and methods that will minimize disruption to the community.
- Track the project schedule to ensure timely progress. Communicate delays/risks to the project timeline.
- Lead project meetings to keep all parties informed about progress, issues, and upcoming tasks.
- Monitor quality assurance, contract compliance and report discrepancies.
- Provide construction schedule update on a Bi-Weekly basis to the Client.
- Review contractor's pay requests and certify/approve or deny and notify the Client for processing.
- Review Change orders and provide opinion and recommendation to the Client of necessity / cost / etc.
- Provide budget analysis monthly (Projected Construction Cost vs Actual Construction Cost).
- Track and resolve Unit Owners' concerns.
- Coordinate project activities with the Property Manager.
- Ensure that the owner receives appropriate releases of liens.
- Keep a logbook and photos for the duration of the project.
- Advise the owner on work progress and value for progress and final payments.
- Participate in final inspections and ensure all deficiencies are corrected before project closeout.
- Prepare required paperwork for capitalizing and closing the project.

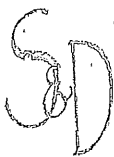
Fees:

*Project Manager = (10) Hours*

*Total of Approx. (10) Hours/Week for the duration of project*

Hourly Rate:

Project Manager/ Owners Rep.....\$140/Hour



### 3.0 ADDITIONAL SERVICES

In the event that additional scope becomes evident or is deemed necessary for the satisfaction of the project, S&D Engineering and Construction Inc. will execute a written Additional Services Authorization with the Client to provide those services, at hourly rates, unless a negotiated fee is established.





#### 4.0 SUMMARIZED FEE SCHEDULE

- Task I “(50) Year Building Re-Certification Inspection (Structural)”

ALL done

Structural.....\$2,950

- Task II “Existing Document Review & Site Visit, Repair Quantification”

ALL done

Lump Sum.....\$3,250

- Task III “Engineering Calculations, Drawings and Specifications”

ALL done

Lump Sum.....\$2,700

“Two on-site meetings are included in the proposal any additional meetings  
Will be charged by the hour.”

- Task IV “Threshold / Special Inspection Services”

Permit Drawings & Specification & Comment Response (If Any) (\$450)/bldg.  
Minimum of three to four site visits per week during construction,

Professional Engineer = (2) Hours  
Special Inspector = (13) Hours

O/A

Total of Approx. (15) Hours/Week for the duration of project

- Task V “Project Management & Owners Representative Services”

Project Manager = (10) Hours

O/A

Total of Approx. (10) Hours/Week for the duration of project

#### Hourly Rates:

Professional Engineer..... \$165/Hour  
Engineer/Inspector..... \$160/Hour  
Project Manager/ Owners Rep.....\$140/Hour

“Client will not be charged for the inspections if the work is not in-progress by the contractor”



**TERMS AND CONDITIONS**  
**("Agreement")**

This Agreement between OCEANVIEW BUILDING A CONDOMINIUM ASSOCIATION, INC. ("Client"), and S&D ENGINEERING AND CONSTRUCTION, INC. ("Engineer"), a Florida Limited Liability Company; 1031 NW 31<sup>st</sup> Avenue, Pompano Beach, FL 33069 is effective as of \_\_\_\_\_. The parties agree as follows:

**ARTICLE I - Services.** The Engineer agrees to perform for Client the professional services ("Services") on a task order basis as described in the Engineer's proposal dated January 28<sup>th</sup>, 2025 ("Proposal"), attached, and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules will be proposed on a task-by-task basis and are subject to revision. As full consideration for the performance of Services, Client shall pay to the Engineer the compensation provided for in the Proposal.

**ARTICLE II - Payment.** The Client shall pay undisputed portions of each progress invoice within fifteen (15) days of the date of the invoice. If payment is not maintained on a fifteen (15) day current basis, the Engineer may suspend further performance until payments are current. Client shall notify the Engineer of any disputed amount within five (5) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any undisputed past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

Client delays or indecisions regarding continuation of work, or advancement to further tasks or phases of the work shall not constitute justification for delay of payment for work performed and invoiced by the Engineer. Payment in full for each Task or Phase shall be maintained as a condition for the Engineer to allocate resources and advance to the following Task/Phase.

**ARTICLE III - Professional Responsibility.** The Engineer is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

**ARTICLE IV - Responsibility for Others.** The Engineer shall be responsible to the Client for the Engineer's Services and the services of its subcontractors. The Engineer shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

**ARTICLE V - Risk Allocation.** The liability of the Engineer, its employees, agents and subcontractors (referred to collectively in this Article as "Engineer"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, including all Work Orders, shall not exceed in the aggregate:

- (1) The total sum of \$1,000,000 for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract; or,
- (2) The total sum of \$1,000,000 for claims arising out of negligence, breach of contract, or other causes for which S&D Engineering and Construction, Inc. has any legal liability, other than as limited by (1) above.

**ARTICLE VI - Consequential Damages.** Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, negligent act or omission, or other wrongful act of either of them.

**ARTICLE VII - Client Responsibility.** Client shall: To the best of Clients knowledge and ability (1) provide the Engineer in writing, all information relating to Client's requirements for the project; (2) correctly identify to the Engineer, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify the Engineer of any potential

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hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give the Engineer prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions. In the event that the Engineer is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and the Engineer is not a party, Client shall pay the Engineer for any time and expenses required in connection therewith, including reasonable attorney's fees.

**ARTICLE VIII - Force Majeure.** The Engineer shall not be responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond its control.

**ARTICLE IX - No Third-Party Rights.** This Agreement shall not create any rights or benefits to parties other than Client and the Engineer. No third party shall have the right to rely on the Engineer's opinions rendered in connection with the Services without the written consent of the Engineer and the third party's agreement to be bound to the same conditions and limitations as Client.

**ARTICLE X - Termination of Agreement.** This Agreement may be terminated by either party with or without cause with sixty (60) days written prior notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

**ARTICLE XI - Enforcement of Agreement.** This contract shall be governed by the laws of the State of Florida, and the appropriate venue for any actions arising out of the agreement would be the Circuit Court in Broward County, Florida. In the event of any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegal fees and costs, incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings, including at appellate levels and post-judgment proceedings.

**ARTICLE XII - Code Compliance.** The Engineer shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation rendered and paid on a time and materials basis under the 'Schedule of Charges' in effect when the Services are performed including re-billable charges (travel mileage, reproduction, mailing, etc.). In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Engineer shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Engineer in an effort to resolve this conflict.

**ARTICLE XIII - Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the State of Florida. This certification shall: a) contain the names and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard care for an Engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceedings. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

S&D

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this proposal to provide professional engineering services under this Agreement and agree to be bound accordingly. Acceptance of this proposal may be indicated by the signature of the Client in the space provided below. This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void.

OCEANVIEW BUILDING A CONDO.  
ASSOC. INC., (CLIENT)

By : Alex Taron  
Signature

Alex Taron  
Typed Name\* Company\*

President  
Title Date of Signature

S&D ENGINEERING AND CONSTR., INC.  
(ENGINEER)

By : [Signature]  
Signature

FARRUKH SAYEED, S.I.; P.E., CGC, MBA, MIS  
President

~~01/28/2025~~ 2.14.25  
Date of Signature