

STRUCTURAL INTEGRITY RESERVE STUDY / MILESTONE INSPECTION PROPOSAL & CONTRACT

1. Project Scope

Phase 1 Milestone Inspection for Fort Lauderdale Yacht & Beach Club Condo Assn Inc. consisting of 1- building, 3 -stories 36- units.

- This includes a Structural Inspection. A Phase One Report will be signed and submitted for the Associations review, followed by uploading to the Building Department.

Structural Integrity Reserve Study (SIRS) for 1- building, 3- stories, 36- units.

- Florida Statute 718.112 requires a SIRS to be completed every 10 years. For more information about what these inspections and studies include, please [visit our website](#).

2. Location

Fort Lauderdale Yacht & Beach Club Condo Assn Inc
341 N. Birch Road
Ft. Lauderdale, FL 33304

3. Contact Information

Matt Jelinek
matt@amp-florida.com
(608) 843-4648

4. Quote

Phase 1 Milestone Inspection	\$4,500
Structural Integrity Reserve Study	\$3,150
Total Cost	\$7,650

**City/County submittal fees, if required, are not included.*

***Quoted prices will be valid for 30 days from date of proposal.*

****If this proposal is signed turning it into an Agreement, then Client will pay the quote.*

5. Payment Terms

Client will pay a 50% deposit prior to Florida Engineering starting the project. Client will pay the remaining 50% due before the release of the Report(s).

6. Timeline & Documents Needed

Florida Engineering LLC can start the inspection approximately 30-45 business days after we have received the 50% deposit and signed proposal. The inspection process can vary based on the project size, but typically requires 1-3 days. The post-inspection reports can take an additional 2-3 weeks.

7. Excluded Services

Florida Engineering will provide only those services described in this 14-page Agreement. Florida Engineering shall have no responsibility or liability whatsoever for any services beyond those specifically described in this Agreement, and any and all other services are specifically excluded.

8. Florida Engineering Contact

More information about Milestone Inspections and Structural Integrity Reserve Studies can be [found on our website here](#). Please do not hesitate to let me know if you have any questions about this proposal.

Michael Fear
Director of Strategic Partnerships
MichaelF@FLEng.com
Office: 941-391-5980

9. Detailed Scope of Services

9.1 Milestone Phase One Inspection. Florida Engineering will review the preliminary documents provided by Client before undertaking the visual structural inspection of all condominium association buildings three (3) stories or higher in height on the property identified above in the Scope of Project to prepare its Phase One Report. The preliminary documents are listed in Section 10. After receiving these preliminary documents, Florida Engineering will compile these documents and note them in Phase One Report.

9.2 Florida Engineering will provide a visual structural inspection of load-bearing elements and the primary structural members and primary structural systems of the condominium association buildings three stories or higher in height on the property identified above for the presence or absence of substantial structural deterioration. The terms “primary structural member” and “primary structural system” carry the definition provided in Florida Statutes §627.706. The term “substantial structural deterioration” carries the definition provided in Florida Statutes §553.899. Also, for the purposes of this Agreement, “substantial structural deterioration” does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless Florida Engineering determines that such imperfections are a sign of substantial structural deterioration.

9.3 Florida Engineering will provide its visual structural inspection by conducting a visual inspection which is limited to the areas of immediate access and may not identify all existing deficiencies. Florida Engineering will make a reasonable attempt to uncover deficiencies.

9.4 Florida Engineering will conduct the Phase One Milestone Inspection for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. Client recognizes, understands, and accepts that the purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the fire safety code.

9.5 After the visual inspection, Florida Engineering will prepare the Phase One Report with the seal and signature of a Florida licensed engineer which will do the following in the Report documentation:

- a. indicate the manner and type of inspection forming the basis for the Report;
- b. identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the visual inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration;
- c. state whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed;

- d. recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration; and
- e. identify and describe any items requiring further inspection.

9.6 After completion of the Phase One Report, Florida Engineering will provide a copy to Client and a copy to the building official of the local government that has jurisdiction over the property identified above.

9.7 Florida Engineering will not inspect for or address in this Phase One Report the presence or absence of hazardous materials or petroleum substances, asbestos, lead, PCBs, or toxic soils on the property identified in this Agreement.

9.8 Under the terms of this Agreement, Florida Engineering will not provide a Phase Two Milestone Inspection. To the extent a Phase Two Milestone Inspection is deemed needed by Florida Engineering, then the terms of a contract for that work for a Phase Two Milestone Inspection will need to be negotiated between Florida Engineering and Client.

9.9 Structural Integrity Reserve Study. Florida Engineering will review the preliminary documents provided by Client before undertaking the visual inspection of each building on the condominium property at least three (3) stories or taller at the condominium property identified above to prepare the SIRS. The preliminary documents are listed in Section 10. After receiving these preliminary documents, Florida Engineering will compile these documents and note them in the SIRS.

9.10 Florida Engineering will provide its assessment of the property's buildings by conducting a visual inspection which is limited to the areas of immediate access and may not identify all existing deficiencies. Florida Engineering will make a reasonable attempt to uncover deficiencies.

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9.11 Florida Engineering will conduct a visual inspection of the following items:

- a. roof;
- b. structure, including load-bearing walls and other primary structural members and primary structural systems as those terms are defined in Florida Statute §627.706;
- c. fireproofing and fire protection systems;
- d. plumbing;
- e. electrical systems;
- f. waterproofing and exterior painting;
- g. windows and exterior doors; and
- h. any other item that has a deferred maintenance expense or replacement cost that exceeds \$10,000 and the failure to replace or maintain such item negatively affects the items listed in a-g above, as determined by the visual inspection portion of structural integrity reserve study.

9.12 After the visual inspection, Florida Engineering will prepare the SIRS Report which will do the following:

- 1. Identify each item of the condominium property being visually inspected;
- 2. state the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each item of the condominium property being visually inspected;
- 3. provide a reserve funding schedule with a recommended annual reserve amount that achieves the estimated replacement cost or deferred maintenance expense of each item of condominium property being visually inspected by the end of the estimated remaining useful life of the item; and
- 4. may recommend that reserves do not need to be maintained for any item for which an estimate of useful life and an estimate of replacement cost cannot be determined, or may recommend a deferred maintenance expense amount for such item. Per Florida Statute §718.112, the SIRS Report may recommend that reserves for replacement costs do not need to be maintained for any item with an estimated remaining useful life of greater than 25 years, but the SIRS Report may recommend a deferred maintenance expense amount for such item.
- 5. The client has 30 days to review the SIRS Report. Florida Engineering offers one revision by the client on the SIRS Report. Additional revisions are \$500 each. Full payment for initial SIRS cost will be required before making a revision.

9.13 After completion of the SIRS, Florida Engineering will provide a copy to Client.

9.14 Florida Engineering will not inspect for or address in the SIRS the presence or absence of hazardous materials or petroleum substances, asbestos, lead, PCBs, or toxic soils on the property identified in this Agreement.

10. Phase Two Milestone Inspection and Report

If a Phase Two Milestone Inspection and Report are needed, Client will need to negotiate an additional contract with Florida Engineering for such work or any other entity Client chooses.

11. Access to Property

Client will provide access to the property and coordinate access for Florida Engineering for the areas to be inspected. Client will be responsible for additional costs incurred by Florida Engineering if delays in access to the site cause Florida Engineering to incur additional man-hours beyond those contemplated in arriving at the price set forth in Section 4 and Client will work with Florida Engineering for an equitable adjustment in schedule or compensation.

12. Delays

Florida Engineering will take reasonable steps to perform its services in a timely fashion, but Client recognizes and agrees that factors both within and outside Florida Engineering's control may delay Florida Engineering's services. While Florida Engineering will take such steps as it reasonably can to avoid delay, under no circumstances will Client hold Florida Engineering responsible for any damages for delay, whether the same are caused in whole or in part by any circumstances within Florida Engineering's control.

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13. Limitation of Liability

In recognition of the risks and benefits associated with the work set forth in this Agreement to both Client and Florida Engineering, the risks have been allocated such that Client will, to the fullest extent permitted by law, limit the liability of Florida Engineering to Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of this Agreement, from any and all claims, causes, losses, costs, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of Florida Engineering to Client shall not exceed the maximum of the fees paid to Florida Engineering for the services rendered under this Agreement or \$20,000.00, whichever is greater. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty.

FURTHER AS PART OF THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY AND PURSUANT TO FLORIDA STATUTE SECTION 558.0035, CLIENT AGREES AND WILL NOT HOLD INDIVIDUALLY LIABLE ANY DESIGN PROFESSIONAL EMPLOYEE OR DESIGN PROFESSIONAL AGENT OF FLORIDA ENGINEERING FOR ANY ECONOMIC DAMAGES, EXCEPT THOSE DAMAGES INVOLVING PERSONAL INJURIES OR THOSE TO PROPERTY NOT THE SUBJECT OF THIS AGREEMENT, THAT MAY RESULT FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THESE PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT.

It is the intent of Client and Florida Engineering that this limitation of liability comply fully with Florida law in all respects. If any word, clause or provision of Section 15 is determined not to be in compliance with Florida law, it shall be stricken and the remaining words, clauses and provisions shall remain in full force and effect.

14. Waiver of Consequential Damages

Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by law, neither Client nor Florida Engineering, their respective officers, directors, partners, subsidiaries, employees, contractors, or subconsultants shall be liable to the other nor will they make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the work under this Agreement, this Agreement, or the performance of professional services under this Agreement. This mutual waiver of incidental, indirect or consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both Client and Florida Engineering will require similar waivers of incidental, indirect or consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others

involved in this project, to the extent others besides the parties become involved in the work under this Agreement.

15. Definition of “Certify,” “Warrant,” “Confirm,” “Guarantee,” “Assure,” or Similar Words

Client understands and will accept that when used in conjunction with the providing of services pursuant to this Agreement, such terms as “certify”, “warrant”, “confirm”, “guarantee”, “assure” or the like, do not constitute a guarantee, but rather a representation based on upon Florida Engineer’s professional opinion or judgment.

16. Legal Interpretation Not Provided

The services and work proposed to be performed pursuant to this Agreement are based upon the services of a professional engineer, and do not and will not under any circumstances constitute the rendering of legal advice, legal opinions or legal services. Any interpretation of laws, rules, regulations or ordinances are based solely upon the professional opinions of the Florida Engineering as a design professional. Client understands that the same are not intended as legal opinions, and Client will in any and all such instances secure adequate legal counsel as may be needed for Client’s needs related to the work as described in this Agreement.

17. Promotional Materials

Client will consent and authorize Florida Engineering to use photographs, graphics, drawings, or models, or the like material as a result of providing the services under this Agreement in connection with Florida Engineering’s promotional programs to advertise its services on its websites and in brochures. This Section will survive the termination or expiration or both of this Agreement.

18. Termination for Cause

This Agreement may be terminated by Client upon 10 days’ written notice in the event of a material breach hereof by Florida Engineering, provided that Florida Engineering does not cure such material breach within the 30-day period after it receives written notice of the same (describing the alleged breach in detail) or, in relation to matters which cannot be cured within such 30 days, unless Florida Engineering has failed to initiate reasonable steps to cure such breach. In the event of a cure or the undertaking of reasonable steps to cure by Florida Engineering within such 30-day period, Client shall have no right to terminate for cause and will not make any attempt to terminate for cause. This Agreement may be terminated by Florida Engineering in the event that any of its Invoices have not been paid within thirty days of the date when such payment was due, provided that Client shall have the right to cure such default by making payment (including applicable interest of 1.5%) within seven days of its receipt of a written notice from Florida Engineering describing the default in payment.

19. Termination for Convenience

This Agreement may be terminated for convenience by Client upon 10 days' advance written notice to Florida Engineering. In such event, Florida Engineering shall be entitled to be compensated for all services performed, and to be reimbursed for all reimbursable expenses incurred, through the effective date of termination; provided, however, that Florida Engineering shall also be entitled to a termination expense equal to 10% of the total amount of fees to which Florida Engineering is entitled through the effective date of termination. Florida Engineering shall also have the right to terminate this Agreement for convenience upon 10 days' written notice to Client, in which event Florida Engineering shall be entitled to be compensated for all services rendered, and to be reimbursed for all reimbursable expenses reasonably incurred, through the effective date of termination. In the event of such a termination for convenience by either Client or Florida Engineering, Client will pay all such amounts to be paid to Florida Engineering no later than 15 days following the effective date of such a termination for convenience. In either event, the amounts set forth herein shall be the sole amounts Florida Engineering is entitled to receive and, in the event of a termination for convenience, neither party shall have any liability to the other for breach of contract as a result of such a termination for convenience.

20. Dispute Resolution

20.1 The Parties will submit any dispute arising from this Agreement to pre-suit mediation and if the dispute is not resolved in pre-suit mediation, then the Parties may pursue legal remedies in the courts of the State of Florida in Charlotte County, Florida.

20.2 Such mediation may be requested by either Party, at any time, and shall be conducted the same as if such mediation were ordered by a Florida Circuit Court (i.e., in accordance with, and subject to, all of the laws and rules applicable to court ordered mediation). Such mediation shall be conducted within a reasonable period of time after the same is requested in writing by either Party. If the Parties are unable to agree upon the selection of a mediator, either Party may petition or request the Circuit Court in Charlotte County (or the Mediation Coordinator, if any, for the Courts of Charlotte County) to appoint a mediator. A mediator who is so appointed may only be challenged for cause, and not peremptorily. While the request for and the conducting of such a mediation shall be a precondition to the filing of a civil action, in the event that either Party is in jeopardy of losing its right to sue (e.g., the statute of limitations is about to expire), then a suit may be filed before mediation is conducted, provided that mediation is requested before, or simultaneously with, the filing of such suit, and is conducted before the named defendant in the suit is required to respond to the Complaint. If the scheduling of the mediation requires, the plaintiff in the suit shall therefore grant the defendant an appropriate extension of time to respond to the Complaint so as to permit the mediation to be conducted before the defendant must so respond.

21. Force Majeure

21.1 The Parties will not hold each other liable for nonperformance of any of their respective obligations under the Agreement, except for the payment of money, if the Party's nonperformance is due to a Force

Majeure Event as defined in paragraph 24.2 of this Section, on condition that such Party complies with the notice conditions in paragraph 24.3 of this Section. The Parties will excuse failure to perform, other than payment of money owed, during the continuance of such circumstances but this Agreement shall otherwise remain in effect.

21.2 A Force Majeure Event means any act of God, such as but not limited to, war, riot, civil strife; act of domestic or foreign terrorism, threatened act of domestic or foreign terrorism, embargo, governmental statute, rule, regulation or decree; flood, fire, hurricane, tornado, or other casualty; earthquake; strike, lockout, or other labor disturbance; the unavailability of labor or materials to the extent beyond the control of the party affected; pandemics, epidemics, local disease outbreaks, public health emergencies, government imposed quarantines; or any other events or circumstances not within the reasonable control of the Party affected, whether similar or dissimilar to any of the foregoing.

21.3 Upon occurrence of a Force Majeure Event, the non-performing Party, within ten (10) days, will promptly notify the other Party that a Force Majeure Event has occurred, its anticipated effect on performance, including its expected duration. The non-performing Party will furnish the other Party periodic reports regarding the progress of the Force Majeure Event. The non-performing Party will use reasonable diligence to minimize damages and to resume performance.

22. Notices

Any notice or other communication given or made to either Party under this Agreement shall be in writing and delivered by hand, sent by overnight courier service or sent by certified or registered mail, return receipt requested, to the following addresses listed below or to another address as that Party may subsequently designate by notice and shall be deemed given on the date of delivery.

Address for Florida Engineering: 4161 Tamiami Trail, Suite #101, Port Charlotte, Florida 33952-9204.

Address for Client: 341 N. Birch Road, Ft. Lauderdale, FL 33304

23. Governing Law and Jurisdiction

The Parties agree that the terms of this Agreement shall be governed exclusively by the laws of the State of Florida and that venue shall lie exclusively in Charlotte County, Florida.

24. Interpretation and Words

24.1 In the event of any dispute as to the precise meaning of any term contained herein, the principles of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

24.2 In this Agreement, words importing the singular number only shall include the plural and vice versa wherever the context so admits or requires and words importing the male gender shall also include the female gender and vice versa, wherever the context so admits or requires.

25. Entire Agreement and Amendment

This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings of the Parties. No supplement, modification or amendment of this Agreement will be binding unless executed in writing and signed by both Parties.

26. Waiver

Neither Party shall be deemed to have waived any provision of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly and in writing. Waiver by either Party of a breach of any provision of this Agreement shall not constitute a waiver of any subsequent or other breach or violation of this Agreement.

27. Further Assurances

At the request of one Party, the other Party will execute and deliver such other documents and take such other actions as may be reasonably necessary to give effect to the terms of this Agreement.

28. Severability

If any provision of this Agreement is held to be invalid, illegal or unenforceable in whole or in part, the remaining provisions shall not be affected and shall continue to be valid, legal and enforceable as though the invalid, illegal or unenforceable parts had not been included in this Agreement.

29. No Assignment

The interests of Florida Engineering and Client under this Agreement are only to Florida Engineering and Client and cannot be assigned.

30. Effective Date of the Agreement

The effective date of this Agreement is the date of the last signature to this Agreement.

31. Headings and Titles

The heading of sections in this Agreement and the title in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision herein.

32. Executed Agreement and Counterparts

This Agreement may be executed in one or more duplicate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Facsimile and email transmission of any signed original of this document and retransmission of any signed facsimile or email transmission shall be the same as delivery of an original. At the request of any party, the Parties will confirm facsimile or email transmission by signing a duplicate original of the Agreement.

33. Authority to Execute

The undersigned signatories, acting in their official capacity for and on behalf of Florida Engineering and Client, hereby agree and acknowledge that they have the authority to sign and they have read all of the provisions above, fully understand the terms and conditions expressed in this Agreement and have had the benefit of counsel of their own choosing or declined to use counsel, and have freely and voluntarily chosen to accept the terms of this Agreement as evidenced by their respective signatures below. In addition, by signing below, Client will accept Florida Engineering's offer to perform the proposed engineering services at the price and subject to the terms outlined above.

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34. Acceptance of Proposal/Contract

Billing Entity: _____

Billing Contact: _____

Billing Phone Number: _____

Billing Email Address: _____

Signing below constitutes an acceptance of our offer to perform the proposed engineering services at the price and subject to the payment terms outlined above.

Authorization to Proceed accepted by:

Signature: _____

Name / Title: _____

Date: _____

Florida Engineering, LLC

By: _____

Date