



UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
- Corrosion Control Design
- Structural Inspection & Design
- Project Planning & Management

August 26, 2026
Proposal No: 26 PRP-2036

Fountain Beach Resort Association
313 South Atlantic Avenue
Daytona Beach, FL 32114

Attention: Ms. Becky Lewis, Property Manager

Subject: Proposal for Engineering Services – Balcony Shoring Design
Fountain Beach Resort, Daytona Beach, Florida

Dear Ms. Lewis and Ladies and Gentlemen of the Board of Directors,

United Engineering Consultants (UEC) is pleased to submit this proposal to design shoring for the balconies at the Fountain Beach Resort.

SCOPE OF SERVICES

Task I: Shoring Design

- UEC will evaluate the loading conditions on the balconies.
- UEC will design shoring to support all of the balconies (except the "00" stack).
- UEC will provide AutoCAD drafted drawings showing the size and location of the shores.

Task I: \$8,750.00

Any additional services requested by you will be performed by UEC upon agreement between UEC and you, the Client. UEC will proceed with any additional service only after written authorization and direction to proceed from the you, Client. Additional hourly Services will be invoiced at the following rates:

Professional Engineer: \$225.00/hour
Field Technician: \$100.00/hour
Administrative: \$75.00/hour
Drafting Services: \$100.00/hour

TERMINATION OF CONTRACT

The Client and UEC understand and agree that the intent of this agreement is to complete the work as set forth herein. The Client and UEC understand and agree that certain situations, financial or otherwise, may cause the Project to be suspended or abandoned. Therefore, either the Association Board of Directors or UEC may terminate this agreement at any time with or without cause upon giving the other party seven (7) days prior written notice. The Association shall, within 15 days of termination, pay UEC for all approved services rendered and all approved costs incurred up to the date of termination.



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PROPOSAL/PROJECT ACCEPTANCE (Page 1 of 2)

PROJECT INFORMATION:

Client Name Fountain Beach Resort Association
Project Name Fountain Beach Resort Association
Project Location 313 South Atlantic Avenue, Daytona Beach, FL 32114
Proposal Number and Date Proposal No: 26 PRP-2036 August 26, 2026
Description of Service Balcony Shoring Design

Estimated Fee: See Attached Fee Schedule

PAYMENT RESPONSIBILITY: (MUST BE FILLED OUT)

Invoices to be paid by

Address P.O. Box 290714

City/State Port Orange, FL

Attention Becky Lewis

Zip Code 32129

Phone (386) 451-9972

Title manager/Agent

APPROVAL OF CHARGES:

If the invoices are to be approved by a party other than the party responsible for payment above, please fill in the space below.

Firm _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

PROPERTY OWNER IDENTIFICATION: (If other than above)

Name _____
Address _____
City/State _____ Zip Code _____ Phone _____
Attention _____ Title _____

SPECIAL INSTRUCTIONS:

PAYMENT TERMS:

Net 15 days from invoice date; invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½ % per month following the due date.

PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions on the reverse are:

Accepted this 31 day of August 2026.

Name of Entity

International Beach Club Condominium Assoc. Inc.

(Signature of Authorized Representative)

Becky Lewis

Print or Type Name of Authorized Representative and Title)

E-Mail: manager@pmdmgt.com

GENERAL CONDITIONS (Page 2 of 2)

Payment – Payment is due within 15 days after date of invoice. Interest at the rate of 18% per annum from 30 day after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to the extent necessary to eliminate such violation. Attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance - United Engineering Consultants, Inc. (UEC) maintains Workers' Compensation and Employer's General Liability Insurance in conformance with state law. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right of Entry – Unless otherwise agreed, Client will furnish right-of-entry on the property for UEC to perform the services proposed. UEC will take reasonable precautions to minimize damage to the property caused by engineering evaluation or testing, but the cost of restoration of damage, which may result from testing/sampling, is not included in UEC's services fee. Repair of areas where destructive evaluation occurs will be included in the Contractors scope of repair work to be performed during the restoration contract. If Client desires to restore the property to its former condition prior to the restoration, UEC will assist the Client in engaging a Contractor to perform the repair work at the Client's expense.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located within the jurisdiction of the permitting Building Department in Florida.

The party entering into this agreement agrees that UEC and its officers shall be held harmless and indemnified against any claims for damages due to delay of any portion of the project.

To the fullest extent permitted by law, the client agrees to limit UEC and its officer's liability for the Client's damages to the sum of fees paid. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client agrees to indemnify and save harmless UEC from any third party claims or suits and to reimburse UEC for expenses in connections with any such claims or suits, including reasonable attorney's fees.

The party entering into this agreement agrees that UEC shall be compensated at a rate of \$300 hourly for any legally mandated appearances on lawsuits not directly relating to Engineering performance and issued by Client.

Attorneys' Fees and Costs – In the event of a dispute arising out of the Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level.

Warranty and Limitation of Liability – UEC shall perform services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty and UEC is notified in writing of a specific failure in its warranty obligation prior to one year after completion of such portion of the services, or if re-performance is impracticable, UEC will refund the portion of compensation related to the service in dispute.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for services, reports or oral representations by UEC. In no event shall UEC be liable for any special, indirect, incidental or consequential loss or damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid. At additional cost, Client may obtain a higher limit prior to commencement of services.

Discovery of Hidden Defects: Hidden defects, that were not identified by Client or discovered by Engineer, may be uncovered during the work. UEC and Client agree that the discovery of hidden conditions may result in a change in the scope of UEC's services that requires additional fees. UEC agrees to notify Client as soon as practicable should a hidden condition be discovered that, in UEC's opinion, may present a risk or danger to the public and UEC shall take any and all measures that, in UEC's professional opinion, are justified to preserve and protect the health and safety of any personnel and the public. Client agrees to compensate UEC for any additional cost incurred to protect the public's health and safety. In addition, Client waives any claim against UEC, and agrees to defend, indemnify and save UEC harmless from any claim or liability for injury or loss arising from UEC's discovery of hidden defects. Client agrees to compensate UEC for time spent and expenses incurred by UEC in defense of any such claim, with such compensation based on UEC's prevailing fee schedule.

Force Majeure – UEC shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.