



UNITED ENGINEERING CONSULTANTS, INC.

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

December 1, 2025
Proposal No: 25 PRP-1985

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

Attention: Ms. Becky Lewis, Property Manager

Subject: Proposal for Engineering Services – Limited Balcony Condition Inspection
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 conduct a limited balcony condition inspection at the Fountain Beach Resort.

SCOPE OF SERVICES

Task I: Limited Balcony Condition Inspection

- As requested, a Professional Engineer from UEC will inspect the condition of the balconies at (3) units selected by the Association.
- If available, a review of building plans will be made prior to the inspection to help better understand the design of the structure.
- The inspection will be made by acoustically sounding all stucco and concrete surfaces and a comprehensive visual inspection. The location of cracks, spalls or other structural or waterproofing deficiencies will be documented. This proposal does not include destructive testing.
- A brief report with our observations, findings and recommendations will be provided.
- The use of a lift to inspect areas not accessible from the ground, balconies or walkways is not included with this proposal. This proposal also does not include computer drafted (AutoCAD) drawings or budgeting services.

Limited Balcony Inspection and Report: \$1,750.00

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



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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: 25 PRP-1985 December 1, 2025
Description of Service Limited Balcony Condition Inspection

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 Zip Code 32129 Phone (386) 451-9972
Attention Becky Lewis Title Manager

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 2 day of Dec. 2025.

Name of Entity

Becky Lewis

(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.