

**ENGINEERING AND
CONSTRUCTION, INC.**

INSPECTIONS

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ENGINEERING

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CONSTRUCTION

COA# 28388- QB# 52647

PROPOSAL

March 27th, 2021

Jefferson South Shore Condominium
631 Jefferson Avenue
Miami Beach, FL-33139

Contact: Milan Rodriguez, (LCAM)
Florida Property Solutions
Phone: 786-565-8352
email: floridapropertysolutions@yahoo.com

Re: Professional Engineering Services:

**Engineering/Inspection/Project Management
Building Concrete Restoration
Quantification/Project Manual/Bidding Services
(40) Year Re-Certification (Structural + Electrical)**

1.0 INTRODUCTION

S&D ENGINEERING AND CONSTRUCTION, INC., herein referred to as the Engineer, is pleased to submit this proposal to **JEFFERSON SOUTH SHORE CONDOMINIUM** herein referred to as the Client. S&D Engineering and Construction Inc., understands that the Board of Directors of Isles of Boca Dunes Condominium Building # 1 is requesting the Engineer to provide a proposal for the **Deteriorated Concrete Repair Quantification, Concrete Repair Project Manual & Bid Solicitation, Threshold Inspections & Construction Management Services and (40) Year Re-Certification** 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:

- Existing Document Review & Site Visit. (See Task I)
- Concrete Restoration Project Manual & Bid Solicitation. (See Task II)
- Special Inspection Services and Construction Management Services. (See Task III)
- (40) Year Re-Certification (Structural + Electrical) (See Task IV)

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/or 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 - 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 finding 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

2.2 Task II - 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.
- Provide photo-log
- 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.

2.3 Task III – Special Inspection & Construction Management 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.
- Advise the owner of the progress and value of the work in connection with progress payments and final payments
- Review of required shop drawing submittals
- Review of contractor R.F.I.'s and clarifications
- Provide the owner the names of sub-contractors (If any)
- Attend regularly scheduled project site meetings
- Observe construction activities on a scheduled basis
- Prepare construction schedule.
- Provide updated project schedule on monthly basis to the Board of Directors
- Process change orders (If any)
- Prepare and provide to the client project actual costs vs projected cost on monthly basis
- Review contractor pay requests
- Ensure that the owner receives appropriate releases of lien and labor and material warranties.
- 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 duration of the project.

2.4 Task IV – (40 Year Re-Certification) Structural & Electrical

S&D Engineering and Construction Inc. proposes to perform an Engineering Survey (Structural & Electrical). This task will include onsite survey of the building and evaluate the components of the building as specified in the Forty years re-certification inspection form.

S&D's 40 Year Recertification process consist of the following:

- Licensed Professional Engineers (Structural & Electrical) will perform a visit to the buildings to be re-certified.
- While at site the Professional Engineers will perform Structural & Electrical Inspections as specified by the Dade County Ordinances form.
- Electrical engineer to perform the foot candle test for the parking lot lighting in the evening as required by the Miami Dade Building Department.

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 FEE SCHEDULE

• Task I "Document Review & Site Visit, Repair Quantification"

Lump Sum.....\$2,750

• Task II "Engineering Calculations, Drawings and Specifications"

Lump Sum.....\$2,550

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

• Task III "Construction Oversight, Project Management & Threshold Inspection Services"

*Minimum of three site visits per week during construction, Approx. (12 Hours/Week)
Travel time is included in the site visits.*

Hourly Rates:

Professional Engineer.....\$150/Hour

Engineer/Inspector.....\$140/Hour

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

• Task I – (40) Years Re-certification (Structural & Electrical).

Structural.....No Charge

Electrical.....\$1,500

Parking Lot Foot Candle Test & Report.....\$950

FH

TERMS AND CONDITIONS
("Agreement")

This Agreement between **ISLES OF BOCA DUNES CONDOMINIUM BUILDING #1** ("Client"), and **S&D ENGINEERING AND CONSTRUCTION, INC.** ("Engineer"), a Florida Limited Liability Company; 1031 NW 31st 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 May 27th, 2021 ("Proposal"), attached and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules will be proposed on 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 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 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.

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.

JEFFERSON SOUTH SHORE CONDO

(CLIENT)

By:



Signature

Florian Baiteux JJS Condo
Typed Name* Company*

Treasurer
Title

8/19/21
Date of Signature

S&D ENGINEERING AND CONSTR., INC.

(ENGINEER)

By :

Signature

FARRUKH SAYEED, P.E, CGC, MBA, MIS
President

05/27/2021
Date of Signature