

## Engineering Services Agreement

THIS AGREEMENT is entered into as of June 23, 2017 between CHAIBAN ENGINEERING CONSULTANTS, INC., 2787 East Oakland Park Boulevard, Suite 211, Ft. Lauderdale, Florida 33306 (hereinafter referred to as "Contractor" or "Consultant") and LAUDERDALE WEST COMMUNITY ASSOCIATION NO. 1, INC., of 1141 NW 85th Avenue, Plantation, FL 33322] herein referred to as "Client".

### **SCOPE OF SERVICES**

Consultant will provide services in the capacity of an Engineering consultant only, and only for the proposed project located at: [1141 NW 85th Avenue, Plantation, FL 33322] (hereinafter referred to as the "Project"). Client acknowledges and agrees that all permits required to be obtained in connection with and/or required for any and all work to be performed in connection with the project described herein-above are to be obtained by the Client, the Client's agents and/or the property owner of the project site, and the Client further acknowledges and agrees that it shall be the sole responsibility of the Client, the Client's agents and/or the project site property owner to obtain any and all permits required for the Project.

#### **A. Scope of Services.**

The scope of Consultant's services for the Project shall be limited to [Structural inspections & evaluations including preparation of dock repair drawings and technical specifications for existing wood dock] (hereinafter referred to as "Engineering Services") as follows:

##### Scope of Services:

##### A. Phase I-Engineering Inspection and Evaluations:

##### Existing Wood Dock ( Reference Exhibit "A").

1. Engineering and technical consultations with client for project scope of work, review of existing piles, measurements of water depth, probing of sub soils, review site plan, permit documents and drawings.
2. Field site inspection for the structural assessment of the existing condition regarding existing structure such as concrete piles, wood beams, connections, deck plates and attachments, deflection, attachments, hand rails and other components.
3. Testing recommendations if necessary regarding existing, structure and exploration to determine existing structural integrity and repair recommendations, should defects or issues found.
4. Analysis of test results, collaboration with Lab engineers to determine feasibility of existing structures and soils with regard to safety.
5. Review of report findings, recommendations upon completion of field and engineering evaluations, and meeting with clients to evaluate and discuss repair options related to item (2) above, incorporating construction and design data for testing recommendations, results and possible alternative solutions.
6. Project meetings with Contractor and owner to resolve technical issues, limited to (3) site meetings.

##### B. Phase II-Repair, Structural Upgrades and Technical Specifications:

## Wood Dock "repair technical specifications & drawings"

(a) Design and details for repair of damaged wood substructure and superstructure, connection bolts or straps, wood beams, deck plates and deflection to meet current Building Code requirements.

(b) Design and details for connection between existing concrete piles, rebar, connection bolts or straps, wood beams, deck plates "Synthetic material", Rails, Benches and other accessories and deflection to meet current Building Code requirements.

(c.) CAD drawings, details, sections, elevations, notes and technical specifications.

## C. Phase III-Construction repair special inspections and final certification "Excluded from this proposal"

(a) Threshold inspections for every phase of repairs or construction, during repairs related to dock, rails or wood beams, connections, rafters, rails, including engineering reports and photos.

(b) As Built drawings based on actual field conditions and changes during construction, and modifications by consultant, contractor or owner. Additional site meetings beyond scope of services.

(c.) Final acceptance and certification.

(f) If testing such as soil or concrete is necessary or required, the cost of such testing shall be paid directly by the client.

All permit applications, permit fees and processing shall be the responsibility of client. All existing site survey, plans, soil and other testing costs, or any required building official or inspector requests costs and associated fees shall be the responsibility of client and or his duly authorized representatives.

## Excluded from the scope of services and engineering fees are the following:

1. Contractor supervision or construction in progress meetings or inspections;
2. In progress city requested special inspections and reports;
3. Any and all related electrical, lighting or mechanical plans and engineering services in general;
4. Any and all testing of any kind such as but not limited to: wood sample testing, existing pile capacity testing, soil and SPT soil boring testing, water sounding and depth determination, moisture testing, and other related tests
5. Under water inspection for piles or related pile inspection if necessary below water;
6. Preparation of Site survey or site plan;
7. Any design revision from the existing design or dock layout that will cause CEC to expend additional time and effort in providing different design criteria than what is existing at the present time; ( example: new piles design to replace existing piles, changed design or geometry by the client different from existing shape or geometry, etc)
8. Any regulations or rules required by the SFWMD, core of engineers, Broward County review and approval of new design plans for removal and replacement of existing dock related top repairs.
9. Any and all required permit approvals, by the city, county or state including army core of engineers, water management district, SFWMD, Broward County, DERM or any other governmental agency responsible to issue the dock repair or replacement permit(s);

## Engineering Fees:

A. Phase I: \$ 3,800.00 (Based on maximum not to exceed 25 hours x \$150/ Hour)

Retainer payment: \$1,900.00 and the balance upon submittal of engineering drawings and specifications.

B. Phase II: Included in phase I fees.

C. Phase III: Precluded from this proposal (If requested and approved or authorized in writing by the client, will be performed at the hourly rate of \$150 per hour)

7. Prepare and submit (3) sets of engineering specifications/drawings and related wind load analysis and calculations.

8. The engineer will answer or respond to any related city comments within reasonable time frame, limited to the scope of services outlined herein above, pursuant to section (1) "Additional Services" and additional fees.

The Client acknowledges that the basis of computing Engineer's compensation has been fully explained to the Client, and that Engineer's compensation is based upon, among other factors, the time and labor involved in inspections, preparation of dock repair specifications, the novelty or difficulty of field conditions and construction practices of the contractor, the inspection results obtained, time limitations imposed by this project, and the reputation, experience and ability of Engineer in performing this type of service. The contract fee specified is conditioned on initial brief observation of the existing wood dock without the opportunity to investigate the structural integrity of wood piles, or substructure conditions. In addition, the contract fee specified is predicated on the assumption that the existing wood piles will be used in the proposed repair and that such existing piles will have sufficient capacity to support the new wood dock and all design loads.

In the event upon further investigation, and commencement of engineering services and even after the plans are completed and work commences including demolition or removal of portions of the existing dock, that upon field observations that it was evident that the existing piles sustained damage or reduction in capacity that it is impossible to repair or modify, and was not visible at the time this agreement was written and signed that any subsequent required engineering to remove and replace such piles is not included in the engineering fee but rather will be additional services not foreseeable at the time this agreement was drafted. Therefore, due to covered piles, and the fact that the client did not produce evidence that such piles needed to be replaced, and due to insufficient information and visibility of such piles, it is assumed and further in reliance of AA construction contractor representations that such piles can be re-used and new piles are not necessary unless it was determined after removal of the dock and further observations that such piles or a number of piles will be required to be removed and replaced with new piles.

The owners or owner's representatives, Builder or owners agents are responsible, if needed, to provide all dock and related structural drawings, architectural, and site survey, site plans, site plats or maps, Manufacturer specifications and shop drawings data for review, analysis and evaluation by Chaiban Engineering Consultants, Inc. as it pertains to the scope of services outlined in this agreement. This would typically include existing data related to survey, site plans, pile data cut sheets, specifications, wood details and plans, and any other engineering related design criteria are the responsibility of the client. The client is responsible to provide a soil test report certified by a geotechnical engineer to provide

soil data and information regarding the soils surrounding the location of the camera poles proposed to be installed at various locations as described under the scope of services.


## **FEES & EXPENSES**

### **Project Fee**

In consideration of Consultant's performance of the Engineering Services specified hereinabove, Client agrees to pay Consultant a Fee \$ 3,800.00 subject to a maximum number of hours not to exceed: 25.00 hours limited to scope of services and for Consultant performing said Engineering Services specified herein-above. Any engineering performed beyond the agreed fee or number of hours shall be charged at the rate of \$150.00 per each hour rendering engineering services outside the scope of services listed herein above, and expended by consultant.

  
\_\_\_\_ Client's initial acknowledging, reading and approval.

1. **Additional Services/Additional Fees.** In the event Client should request and/or require Consultant to render services not contained in the list of Engineering Services listed herein-above, such services shall be deemed "additional services" and shall not be included in the Project Fee, but will be billed in addition to the Project Fee (hereinafter referred to as "Additional Fees") at Consultant's regular hourly rate of \$150.00, and such Additional Fees shall be due and payable by Client in accordance with the terms and conditions contained in this agreement. Any time expended by Consultant addressing comments and/or making corrections required by any planning department and/or permitting authority shall be deemed additional services and shall be billed by Consultant as Additional Fees. Any changes and/or revisions requested and/or required by the property owner, Architect, Building Department, Zoning Department, planning examiner and/or permitting authority responsible for issuing the necessary permits for the Project, or any other party, shall be deemed additional services and shall be billed as Additional Fees payable as stated herein. If Consultant should be requested and/or required to perform additional services, Client shall be required prior to the commencement of such services, to execute a written addendum to this agreement acknowledging that Client requested Consultant to rendered additional services and that Client agrees to pay Consultant for such additional services in accordance with the terms and conditions of this Agreement. All Additional Fees shall be paid by Client prior to the commencement of work on such services by Consultant and shall be paid no later than 10 days after written request has been made by Consultant for the payment of such services. If after making a demand for payment of Additional Fees, Client should fail to make such payment as required herein, Consultant reserves the right to cease any and all work on the Project, including the Engineering Services and shall be under no obligation whatsoever, to further perform under this agreement until Client has tendered payment in full, any and all Additional Fees owed to Consultant.

  
\_\_\_\_ Client's initial acknowledging, reading and approval.

### **B. Fee Schedule.**

1. **Initial Non-Refundable Installment Payment.** Upon execution of this agreement, Client shall tender an Initial Non-Refundable Installment Payment to Consultant in the sum of \$ 1,900.00. Client acknowledge, agrees and understands that Consultant will not commence work on the Project until Consultant has received payment of the Initial Non-Refundable Installment Payment in full and Client further acknowledges, agrees and understands that Consultant shall be under no obligation whatsoever to commence work on the Project and/or the Engineering Services listed herein-above until payment of the Initial Non-Refundable Installment Payment has been received in full by Consultant.




Client's initial acknowledging, reading and approval.

**2. Additional Installment Payment.** Within [2-4 weeks] of the execution of this agreement or upon the notice of Consultant that the drawings and specifications have been completed, Client shall tender payment of an Additional Installment Payment in the sum of equal to the total number of hours expended by the consultant/engineer multiplied by the hourly rate of \$150.00 per hour. The amount of the second installment payment anticipated per this contract without any additional engineering services **will be \$1,900.00.** Client further acknowledges, agrees and understands that if payment of the Additional Installment Payment is not received in full by Consultant in accordance with the terms and conditions as stated herein, or upon demand of consultant, that Consultant shall be under no obligation whatsoever to continue work on the Project and/or the Engineering Services listed herein-above and that Consultant shall cease any and all work in connection with the Project, including the Project Services, until payment of the Additional Installment Payment has been received in full by the Consultant.

 Client's initial acknowledging, reading and approval.

**3. Balance of Project Fee.** Upon completion of the Engineering Services, the balance of the Project Fee shall be due and payable to Consultant upon written notice by Consultant to Client that payment of the balance of the Project Fee is due. Client acknowledges, agrees and understands that payment of the balance shall be tendered to Consultant prior to the issuance of permits of any kind by the local building department or permitting agency. Client further acknowledges, agrees and understands that if payment of the balance of the Project Fee is not made in accordance with the terms and conditions stated herein, that Consultant shall cease all work in connection with the Project, including the Project Services, and that no work shall commence on the Project, the Engineering Services, or any Additional Services until payment of the balance of the Project Fee and all Additional Fees has been paid in full to Consultant.

**4. Delays Due to Non-Payment.** Client further acknowledges, agrees and understands that Consultant shall not be liable for any delays in the performance and/or execution of the Project and/or the Engineering Services resulting from Client's failure or untimely payment of the Initial Non-Refundable Installment Payment, the Additional Installment Payment, the balance of the Project Fee and/or any Additional Fees due Consultant, or any delays due to any other reason whatsoever, including delays in the issuance of permits for the Project by the local building department or permitting authority.

 Client's initial acknowledging, reading and approval.

### **C. Payment of Fees/Late Fees.**

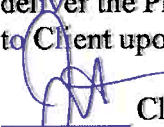
Payment of the Initial Non-Refundable Installment Payment, the Additional Installment Payment, the Balance of the Project Fee and/or any Additional Fees, shall be paid by Client within five (5) days upon Client's receipt of Consultant's billing statement for payment of such fees. All payments not received by Consultant within five (5) days of Client's receipt of Consultant's billing statement for payment of any and all fees, shall be deemed delinquent and will be assessed a late fee of \$25.00 and will accrue interest at a rate of 1-1/2% per month (Annual Rate of 18%) thereafter until paid in full, or the maximum legal interest rate, whichever is higher.

 Client's initial acknowledging, reading and approval.

### **D. Delivery of Project Plans.**

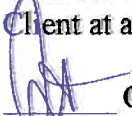
In consideration of payment in full of the Project Fee, the Additional Installment Payment, the balance of the Project Fee and all Additional Fees due to Consultant, Consultant will deliver to Client [(3) Three

signed and sealed drawings & reports] (hereinafter referred to as "Project reports"). The Project reports will be delivered to Client only upon receipt of full payment of the Initial Non-Refundable Installment Payment, the Additional Installment Payment, the balance of the Project Fee and all Additional Fees due to Consultant. If Consultant fails to tender full payment of any of the aforementioned payments, the Client acknowledges, agrees and understands that Consultant shall be under no obligation whatsoever, to deliver the Project Plans to Client and that Consultant will only be obligated to deliver the Project Plans to Client upon payment in full of the aforementioned fees.

 Client's initial acknowledging, reading and approval.

**E. Additional Project Plans.**

If Client should require additional signed and/or sealed Project Plans, such plans will be provided to Client at an additional costs of \$ [45.00] per set.

 Client's initial acknowledging, reading and approval.


**F. Notices**

Any notice, statement, demand or other communication required or permitted to be given by Either party pursuant to this Agreement, shall be given by hand-delivery or U.S. Regular Mail at the The parties' respective addresses listed in paragraph 1 of page 1 herein.

**GENERAL MATTERS.**


**A. Expenses**

Client is responsible for payment of any and all expenses incurred by Consultant in connection with the Project and/or performance of the Engineering Services and Client agrees to pay Consultant for such expenses within five (5) of upon receipt of a billing statement from Consultant for payment of such expense(s). Such expenses include, but are not limited to, copying costs, postage, courier or messenger services, photos, and additional blueprint copies, additional Project Plans, long distance telephone calls, travel expenses.

 Client's initial acknowledging, reading and approval.

**B. Indemnification.**

By the Client: Client hereby agrees to defend, pay, indemnify and save free and harmless, Consultant from and against any and all claims, demands, fines, actions proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees at trial and appellate levels, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or on account of any occurrence in, upon, at from the Project premises or occasioned wholly or in part through the use and occupancy of the Project premises, or by any act or omission of Client or any subcontractor, sub-subcontractor, material man, license of same, or their respective employees, agents, contractors, or invitees, in, upon, at or from the Project premises, unless such loss of life, bodily or personal injury or property damage is the result of Consultant.

 Client's initial acknowledging, reading and approval.

By the Consultant. Consultant hereby agrees to defend, pay, indemnify and save free and harmless, Client from and against any and all claims, demands, fines, actions proceedings, orders, decrees and judgments of any kind or nature by or in favor of anyone whomsoever and from and against any and all costs and expenses, including attorney's fees at trial and appellate levels, resulting from or in connection with loss of life, bodily or personal injury or property damage arising, directly or indirectly, out of, or from, or resulting from any negligent act of omission of an act by the Consultant, or any of its respective employees, agents, at any time while providing services to the Client herein, unless such loss of life, bodily or personal injury or property damage is the result of Client, its agents, employees, contractors or invitees at any time during the repair of such dock and surrounding structures.

**C. Attorney's Fees.**

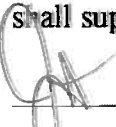
In the event either Consultant or Client should institute litigation to enforce or defend any of the terms or provisions of this agreement, the prevailing party in such litigation shall be entitled to recovery of its costs and reasonable attorney's fees at the trial and appellate levels. This agreement shall be construed in accordance with the laws of the State of Florida, and any proceeding arising between the Consultant and Client in any matter pertaining or related to this agreement shall be instituted in Broward County, Florida.



Client's initial acknowledging, reading and approval.

**D. Entire Agreement.**

This agreement, including exhibits, if any attached and/or addendums, if any attached hereto, sets forth the entire agreement between the parties hereto. All prior conversations and/or writings between the parties hereto or their representatives are merged herein and extinguished. This agreement shall not be modified except in writing subscribed to by all parties hereto, and Consultant reserves the right to cancel this agreement if Client fails to tender payments in accordance with the terms and conditions of this agreement or fails to honor any other provision of this agreement. Notification of Consultant's cancellation of this agreement will be made in writing to Client. In the event of Consultant's withdrawal from this agreement, Client agrees to immediately tender payment to Consultant any unpaid balances due and to further pay Consultant for all time, costs and expenses incurred by Consultant in connection with the Project through the time of Consultant's cancellation of this agreement. Client acknowledges and agrees that the submission by Consultant of this agreement for execution by Client and the actual execution and delivery thereof by Client to Consultant shall have no binding force and effect unless and until Consultant shall have executed this agreement. If any provision contained in any addendum hereto is inconsistent with any printed provisions of this agreement, the provision contained in the addendum shall supersede said printed provision.



Client's initial acknowledging, reading and approval.

**F. Withdrawal:**

In the event of a default by the Client of any obligation herein, the Consultant reserves its rights to withdraw from this contract upon (15) days written notice of such withdrawal. Upon withdrawal the client shall surrender any unfinished engineering data, drawings to consultant and client further agrees and understands that any obligations by Client for payment of any balances owed to consultant related to

engineering fees shall be paid in full to consultant within (5) five business days or on the date of withdrawal by consultant whichever is earlier in time.

**G. Insurance:**

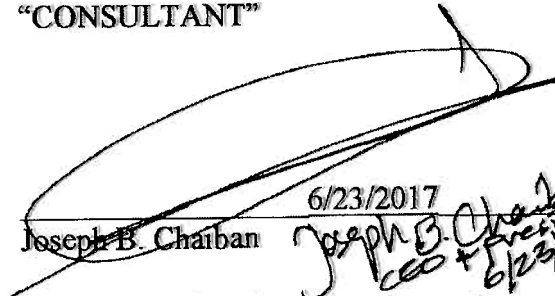
In lieu of General "Liability Insurance" with limits specified the client will accept a release of liability form signed by the consultant.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

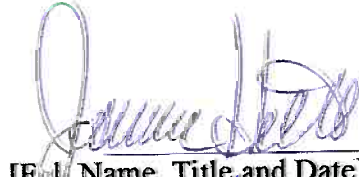


IN WITNESS WHEREOF: the parties have hereunto have executed this Agreement as of the date and year first written above.

"CONSULTANT"

  
6/23/2017  
Joseph B. Chaiban  
CEO + President  
6/23/2017  
Chaiban Engineering Consultants, Inc.

"CLIENT"

  
6-26-17  
[Full Name, Title and Date]  
Soame Hill President  
Signature and date of Authorized Agent/Principal  
LAUDERDALE WEST COMMUNITY  
ASSOCIATION NO. 1, INC

## Release of Liability

Chaiban Engineering Consultants, Inc. "Consultant" hereby release, indemnify and hold harmless, Lauderdale West Community Association, its directors, officers, president and assignees. Herein as "Client". Consultant further hereby indemnifies and hold harmless: Lauderdale West Community Association, "Client", address: 1141 NW 85<sup>th</sup> Ave, Plantation, Florida 33322, its directors, officers, president, employees, agents, [Property Address: 1141 NW 85<sup>th</sup> Ave, Plantation, Florida 33322] from any claim, action, liability, loss damage, or suit arising out of performing limited engineering services related specifically to repair and/or removal and replacement of a 20 ft x 20 ft wood dock, including structural evaluation, reports and repair drawings and specifications at project located:

Property Address: [1141 NW 85<sup>th</sup> Ave, Plantation, Florida 33322] (hereinafter referred to as the "Project").

Releasor, with the intention of binding itself, its spouse, heirs, legal representatives, and assigns expressly releases and discharges releasee and its heirs and legal representatives from all claims, demands, actions, judgments, and executions that releasor ever had, or now has, or may have, known or unknown that said release shall be limited to engineering scope of services subject to a signed contract between client and Chaiban Engineering Consultants, Inc. against releasee or its heirs or legal representatives created by or arising out of said claim.

This release of Liability is intended to be a substitute to an errors and omissions or general liability insurance policy to cover Chaiban Engineering Consultants, Inc. in the event of any claim for damages as a result of or related to engineering services limited to inspection or evaluation of the existing wood dock which sustained structural damage as described herein above. This release does not cover any other areas of work that Chaiban Engineering Consultants, Inc. has no control over or has no responsibility or liability for said engineering services, work or quality control.

In witness whereof, releasor has executed this release on the day and year first above written.

*Joseph Chaiban*

Joseph Chaiban – June, 22, 2017  
Chaiban Engineering Consultants, Inc.  
2787 East Oakland Park Blvd.#211  
Fort Lauderdale, Florida 33306

*Joseph H. Chaiban*  
CEO & PRESIDENT

EXHIBIT (A)

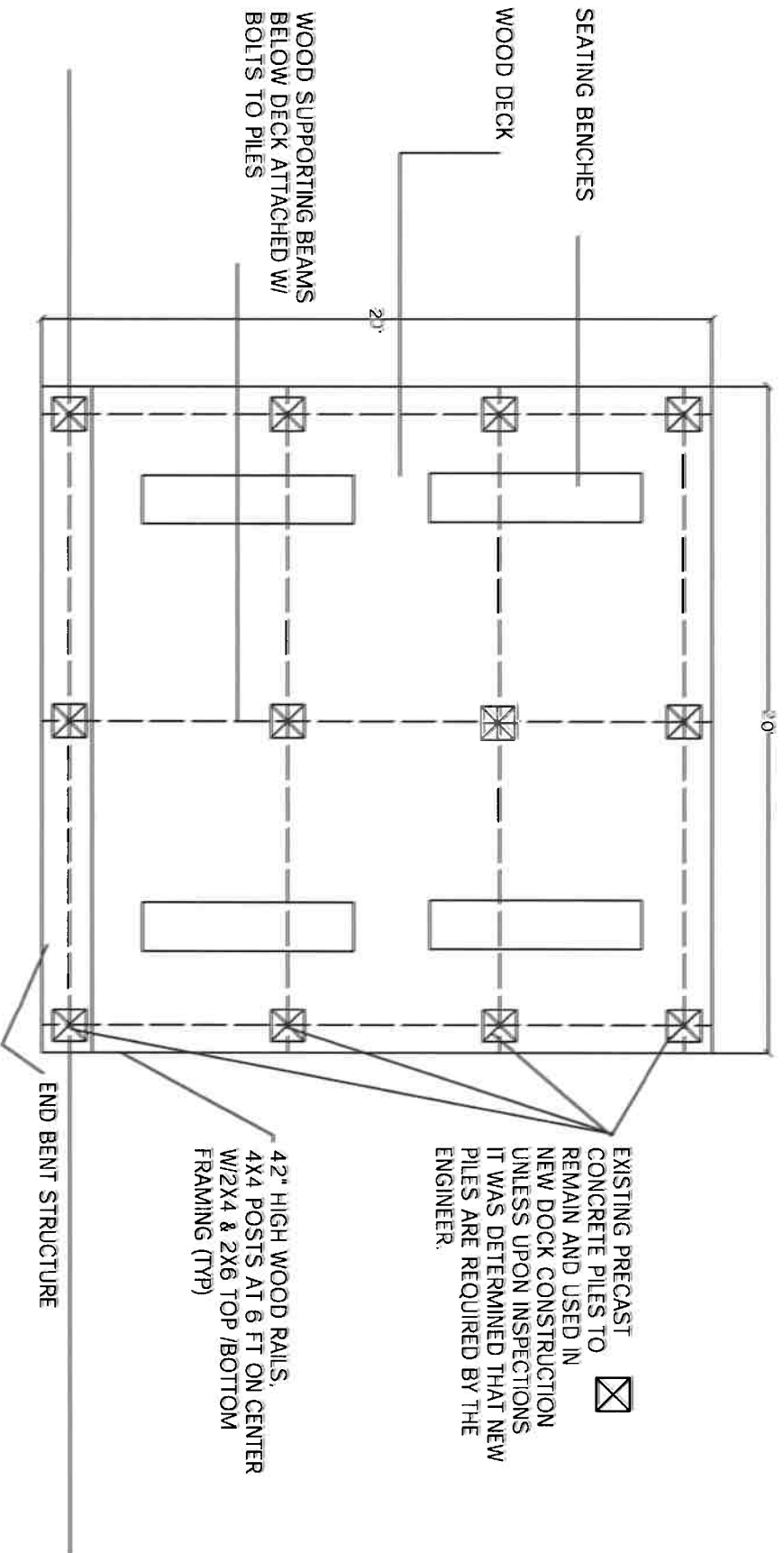


ILLUSTRATION SKETCH OF DOCK - SUBJECT TO ACTUAL  
INSPECTION AND MEASUREMENTS