



CSM ENGINEERING, LLC
208-210 SW OCEAN BOULEVARD
STUART, FLORIDA 34994
O: 772-220-4601
W: WWW.CSM-E.NET

December 22, 2021

Midport Place I
1509 SE Royal Green Circle
Port St. Lucie, FL 34952
Attn: Robert Padovano, Property Manger
O: 772-337-4482
E: midportplace1@comcast.net

Re: Permit Plans/Documents and Inspections for Concrete Repair/Restoration at Midport Place I. (Building U) – Project to start ASAP

Dear Mr. Padovano,

Thank you for the opportunity to provide our proposal regarding the Concrete Repair/ Restoration Repair at Midport Place I.

Phase I: Permit Documents (Building U)

\$1,500

CSM will produce Permit Signed and Sealed Drawings for the Contractor to submit to jurisdiction. Three copies will be distributed to the Contractor. The owner and property manager to receive a digital copy for their records.

Phase II: Inspections During Construction (Building U)

\$2,500

CSM will provide Engineering Inspection Management services. These services will include Engineering supervision of Contractor's work, inspection of work in progress and recommendations for acceptance of completed work, certification of CONTRACTOR's work quantity determinations, review and recommendations regarding CONTRACTOR invoices & proposed change orders and claims. Where possible, this proposal will provide for lump sum pricing of the whole of Phase II or portions thereof. However, where this is not possible or as requested by OWNER this proposal will be on a time and materials basis at rates not to exceed those given below. Owner at the completion of job will receive a copy of all pay applications, change orders and photos.

Fees included in the scope of work are based on the rates of \$190 per hour for Professional Engineer review, \$190 per hour for Special Inspector (Not Included), \$150 per hour for Engineering Management / Inspector, \$100 per hour for Drafting and \$75 per hour for Office Managerial. Travel expenses, drawing, reproduction, postage, overnight deliveries, etc., are also included in the cost. Change orders to be approved by both parties at these billing rates. Any additional engineering services provided outside of the written scope of work described above will be billed at an hourly rate of \$190 per hour.

If you have any questions or comments, please call us at any time. If you accept this proposal, please sign our attached standard agreement and send it along with this proposal back to us. We thank you in advance for allowing us the opportunity to provide engineering services for your project.

Total for Buildings U	\$4,000
Payment Schedule (Phase I Building U Only)	
50% Retainer Due at Acceptance	
25% At Permit Issuance	\$2,000
25% Due at Completion	\$1,000
	\$1,000

Charles A Darden, PE
Senior Engineer #76910
CSM Engineering, LLC

Sent copy 12/23 via email

THIS IS AN AGREEMENT effective as of the date of last signature below ("Effective Date") between Midport Place I ("OWNER") and CSM Engineering, LLC ("ENGINEER").

OWNER intends to engage the ENGINEER to provide structural engineering services for the following property:
Midport Place I, 1509 SE Royal Green Circle, Port St. Lucie, FL

- A. ENGINEER agrees to provide and perform certain professional services for OWNER. The Scope of Services are specified in the cover letter to this Agreement, which is made a part hereof.
- B. The OWNER agrees to pay ENGINEER as full and complete compensation for its services as follows:
Lump Sum = \$4,000 (Phase I & II, Building U)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the terms, conditions, and provisions stated on Pages 1-3, the Effective Date of which is indicated below.

ENGINEER: CSM Engineering, LLC
By: Charles A. Dandy
Title: owner
Date Signed: 12-22-2021

OWNER: Midport Place I
By: Michael N. Rocco
Title: TREASURER
Date Signed: 12/23/21

According to Florida Law, we must present the following language in our contract in order to preserve our lien rights. If payment is not received, we must lien the property within 90 days of project completion. Please read the following notice:

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713-37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIAL AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUB CONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY, FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

STANDARD PROVISIONS

Standards of Performance: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services. Owner agrees not to make resolution of any dispute with Engineer or payment of any other persons at the Site or otherwise furnishing or performing any Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by Engineer or one of its Consultants.

Time for completion: Engineer shall complete its obligations within a reasonable time. If, through no fault of Engineer, such periods of times or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, or Owner authorizes changes in scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably. Owner shall make decisions and carry out its other responsibilities in a timely manner so as to not to delay the Engineer's performance of its services. If Engineer's services are substantially delayed through no fault of Engineer, Engineer may, after giving five (5) days written notice to Owner, suspend and/or terminate services under this Agreement. In the event of any termination, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, and all Reimbursable Expenses incurred through the effective date of termination.

Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of this Agreement. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within thirty (30) days of receipt. If Owner fails to make any payment due Engineer for services and expenses within thirty (30) days after receipt of Engineer's invoice, then interest at the rate of 18% per annum will accrue and Engineer may, after giving five (5) days written notice to Owner, suspend services until Owner has paid in full. If Owner contests an invoice, Owner may withhold only that portion so contested, and must pay the undisputed portion.

Insurance: Engineer shall procure and maintain insurance and Engineer shall cause Owner to be listed as an additional insured on any applicable General Liability and Professional Liability insurance policies carried by Engineer.

Engineer's Liability: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court costs arising out of or relating to the Project). To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, partners, employees agents, and Engineer's Consultants, and any of them, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Engineer or Engineer's officers, directors, partners, employees, agents, or Engineer's Consultants, or any of them, shall not exceed the total compensation received by Engineer under this Agreement.

Environmental: Engineer assumes no responsibility for the detection or removal of any hazardous substances found at the site.

Successors and Assigns: Owner may not assign, sublet, or transfer any rights under or interest in this Agreement without the written consent of Engineer. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of the receipt.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Total Agreement: This Agreement constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. This Agreement is to be governed by the law of the state of Florida with exclusive venue for any dispute between Owner and Engineer being a court of competent jurisdiction in Martin County, Florida, with the prevailing party entitled to recover its reasonable attorney fees and costs at the trial and appellate levels.