HELLAS ENGINEERING

February 16, 2024

Board of Directors
Huntington Lakes Section Four Association, Inc.
7355 Huntington Lane
Delray Beach, FL 33446
Lake Worth, FL 33467

Re: Engineering Services
Building Restoration Project

Dear Board of Directors,

Hellas Engineering, Inc. (HEI) is proposing to provide engineering design and inspection services to Huntington Lakes Section Four Association, Inc. (Client) for the upcoming building restoration project.

The Engineer's Scope of Work shall include:

Preparation of a Bid Package: **Lump Sum: $1,500.00**

1. Prepare a Bid package based on the recommendations in the engineering report to include:
    a. Repair Specifications
    b. Repair Drawings
    c. Approved Materials
    d. Survey Drawings
    e. Instructions to Bidders
    f. Bid form with Estimated Repair Quantities

Bidding and Contractor Selection: **Lump Sum: $950.00**

Coordinate and attend pre-bid meeting with contractors.

1. Obtain proposals and prepare a bid comparison report.
2. Conduct contractor interviews and verify contractor references.

Pre-Construction Phase Services: **Lump Sum: $1,000.00**
($225.00 Per Additional Permit if required)

1. Preparation of permitting documents including signed and sealed engineering specifications and drawings, special inspector form and inspection plan as required by the local building department.
2. Coordination with contractor for obtaining a construction permit.
3. Coordinate and attend pre-construction meeting with contractor.

Inspection & Construction Phase Services: **$450.00 per site visit**

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1. Perform on-site inspections of work in progress for contract compliance and as required by the local building department.
2. Verify all quantities of work performed by contractor.
3. Perform the required inspection of excavation limits, inspection of preparation to place concrete, and placed concrete of all concrete repairs in each location.
4. Correspondence with board representative and the property manager.
5. Portal to portal travel time.
6. Perform final inspection and prepare final certification letter for any applicable concrete restoration.

Miscellaneous Construction Phase Service **$175.00 per Hour**

1. Prepare and submit inspection reports to the building department.
2. Review and approve contractor invoices.
3. Review and approve proposed change orders, if applicable.
4. Threshold inspector project review, as required by local building department.
5. Compile and filing of in progress repair photos.

Any alteration or deviation from the original Scope of Work requires written authorization from the Client and will become an additional charge to this proposal (Additional Fees/Expenses). Any engineering, threshold inspector review and reports, administrative, or miscellaneous services not included in the Scope of Work outlined above, shall be performed at the hourly rate of **$175/Hr**. In the event Client requires clarification as to the scope of the project due to a change of the board, such services shall also be billed at $175.00/Hr.

Payments:

An initial retainer of **$1,000.00** shall be due upon execution of this proposal. The retainer will be applied to the final invoice when contract is completed. In the event that either party prematurely terminates this Agreement, the retainer will not be returned to the Client. HEI will issue monthly invoices with the first being produced 30 (thirty) days after Engineering services commence. Monthly invoices will include progress payments toward the Engineer's Scope of Work, plus Additional Fees/Expenses (if any). A final invoice for all remaining Engineering Fees and expenses will be issued upon completion of the project.

Payment is due upon receipt of the monthly invoice. If payment is not received within 30 days of invoicing, a monthly rate of 1.5% interest along with a monthly administrative fee of $150.00 shall be applied to the outstanding balance. In addition, nonpayment of invoices within 30 days of submission shall constitute grounds for immediate termination of this proposal/contract by HEI. In the event it becomes necessary for HEI to retain legal counsel to collect unpaid costs and fees due to HEI, the Client shall pay all associated costs (including but not limited to filing fees, attorneys' fees, service of process fees, etc.

General Conditions

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All work will be performed under Florida Licensed PE supervision and subject to PE approval. Normally some inspections and coordination work can be done using technicians. The Client agrees to be responsible for providing access to building areas as requested for engineering Inspections. Investigative and opinion inspections are not destructive, unless specifically provided for and agreed upon using 3rd party testing or contractors. Observations are made based on reasonable available access and engineering judgment.

The Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities.

If HEI discovers hidden problems or unanticipated work, HEI agrees to report such conditions to the Client, and if requested, provide written estimates of such additional engineering work. If the Client requests any other additional services, HEI agrees to provide such services. If requested, HEI will provide written estimates of Client-requested additional engineering work.

For repairs, renovations or new construction projects, any requirements for as-built drawings are to be verified by the contractor with the building department and provided by the contractor. The contractor is responsible to comply with the as-built drawing requirements. Generally, as-built drawings are not required for repairs projects. Providing as-built drawings is above and beyond typical construction support services.

The issuance of a Contractor's Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's evaluation of the work and the data comprising the Application for Payment, that, to the best of the Engineer's knowledge, information and belief, the work has progressed to the point indicated and that the quality of the work is in accordance with the contract documents. The invoice and supporting documents shall be prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. The supporting documents including as-built drawings prepared by the contractor, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Engineer has made exhaustive or continuous on-site inspections to check the quality or quantity of the work.

Work shall be completed in a professional manner in accordance with standard engineering practices and generally accepted professional standards. This proposal, when signed, constitutes the entire agreement between HEI and the Association.

To the fullest extent permitted by law, and not withstanding any other provisions of this Engineering Services Agreement, the total liability, in the aggregate, of Hellas Engineering, Inc. and its officers, directors, partners, employees and sub-consultants, and any of them, to the Client and anyone claiming by or through the Client, for any and all claims, losses, costs or damages, including attorney's fees and costs and expert witness fees and costs of any nature whatsoever or claims expenses resulting from or in any way related to the underlying project or the Engineering Services Agreement from any cause or causes will not exceed the total compensation received by Hellas Engineering, Inc. under this Engineering Services Agreement. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

PURSUANT TO SECTION 558.0035 OF THE 2020 FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF HEI MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

If it becomes necessary for Hellas Engineering, Inc. to incur fees for a defense posed by an insurance carrier on behalf of Hellas Engineering, Inc. the Client agrees to be responsible for payment of the deductible amounts billed to Hellas Engineering, Inc. by said Insurance carrier. This applies to any and all causes of action related to the Client's project. This includes all claims by homeowners, vendors, and contractors, including through subrogation.

Either the Association or HEI shall have the right to terminate the Agreement, with or without cause, upon thirty (30) days written notice, without any penalty or liquidated damages.

Insurance

If requested, by the client, once an executed copy of this agreement has been issued, HEI shall provide liability insurance as required by law. Such insurances will be maintained at all times during the performance of services.

HEI shall not assign or transfer this Agreement without prior written consent of Association.

By affixing your signature below, you indicate acceptance to the above set forth terms and conditions. If acceptable, please have an officer sign and return an executed copy of this proposal/contract, along with your check made payable to HEI for the retainer. This proposal is subject to acceptance within 30 days.

Respectfully submitted,
Hellas Engineering, Inc.

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Elias "Louie" Kokkoris, P.E.
President

Acceptance of Terms and Conditions of Agreement:

Signature: David Kaplan Date: 3/7/2024

Print Name & Title: DAVID KAPLAN - PRESIDENT