



Seville Condo 11
Board of Directors Meeting
Tuesday, June 9, 2026, 4:00pm
Place: 2630 Pearce Dr 3rd Floor Lobby, Clearwater, 33764

AGENDA

1. Establish Quorum – Call to Order
2. Proof of Notice
3. Disposal of Minutes 4-13-2026
4. Officer's Reports
5. Old Business
6. New Business
 - a. Review & Approve Waste line Cleaning Proposals
 - b. Review & Approve Engineering Balcony Proposals
 - i. Balcony Repairs & Exterior Building Paint
 - c. Interior Lobby Wall Replacements & Paint
 - d. Unit Wellness Inspection – Toilets, Water Heaters, HVAC
 - e. Ratify Landscape Contract
 - f. Ratify Cantize Hood Replacement
7. Open Quorum – Owners Questions Agenda Items
8. Adjourn



ELEVATED

Engineering Services, LLC

ENGINEERING SERVICES PROPOSAL

SEVILLE

CONDOMINIUM #11

2630 PEARCE DRIVE
CLEARWATER, FL 33764



Elevated Engineering Services, LLC is a structural engineering firm with extensive experience in the restoration of structures, the design of new structures, condition surveys, the design of repairs, preparation of bid documents, construction administration, and threshold inspections. Elevated Engineering utilizes combined experience in the engineering and construction fields to deliver a higher level of expertise to our projects. Elevated Engineering is comprised of only Florida Licensed Professional Engineers to ensure that the top quality of service, reliability and integrity is provided to the client throughout every step of the project. Continually learning and adapting to the ever-evolving restoration industry as well as staying current on new construction, Elevated Engineering is well suited for both building restoration and new design projects.

EXPECT A HIGHER LEVEL OF SERVICE

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www.elevatedeng.com

HIGHLIGHTED PROJECTS



EDGEWATER ARMS

CLUBHOUSE PAINTING AND REPAIR PROJECT

- Scope of Work - Building Painting, Waterproofing/Decorative Coating Repair, Metal Column Replacement, Concrete and Stucco Repairs
- Completion Date - 2025
- Location - Dunedin, Florida

HARBOUR LIGHT TOWERS

BUILDING PAINTING/BALCONY, WALKWAYS/SUNDECK, PARKING GARAGE AND COLUMN REPAIR PROJECTS

- Scope of Work - Balcony Guardrail Replacement, Balcony, Walkway, Sundeck, and Parking Garage Waterproofing, Building Painting, Concrete and Stucco Repairs
- Completion Date - 2017, 2018, 2023, and 2025
- Location - Clearwater, Florida



SEAHORSE

BUILDING RESTORATION AND PAINTING PROJECT

- Scope of Work - Building Painting, Replacement of Framed Exterior Wall Components and Waterproofing, Balcony/Walkway Waterproofing, Balcony/Walkway Guardrail Replacement, Window/Sliding Glass Door Replacement, Concrete and Stucco Repairs
- Completion Date - 2026
- Location - Indian Rocks Beach, Florida

SHORE HOUSE

BUILDING RESTORATION AND PAINTING PROJECT

- Scope of Work - Building Painting, Replacement of Framed Exterior Wall Components and Waterproofing, Balcony Waterproofing, Balcony Guardrail Replacement, Window Replacement, Concrete and Stucco Repairs
- Completion Date - 2020
- Location - Indian Shores, Florida



HIGHLIGHTED PROJECTS



TROPIC TERRACE

WALKWAY RESTORATION AND PAINTING PROJECT

- Scope of Work - Building Painting, Walkway and Stairway Waterproofing and Guardrail Replacement, Metal Column Replacement, Concrete Beam Replacement, Concrete and Stucco Repairs
- Completion Date - 2019
- Location - Treasure Island, Florida

WINSTON PARK BUILDING 300 & 400

BUILDING RESTORATION AND PAINTING PROJECT

- Scope of Work - Building Painting, Walkway and Stairway Waterproofing, Stairway Guardrail Replacement, Concrete and Stucco Repairs
- Completion Date - 2022
- Location - St. Petersburg, Florida



THE FAIRWAY BUILDING F

BUILDING RESTORATION PROJECT

- Scope of Work - Building Painting, Balcony, Walkway, and Stairway Waterproofing and Guardrail Replacement, Concrete and Stucco Repair.
- Completion Date - 2023
- Location - Largo, Florida

HARBOR PLACE AT SAFETY HARBOR

BUILDING REPAIR AND PAINTING PROJECT

- Scope of Work - Building Painting, EIFS banding removal, Concrete and Stucco Repairs
- Completion Date - 2025
- Location - Safety Harbor, Florida



HIGHLIGHTED PROJECTS



SEASIDE AT BELLEAIR 2

BUILDING PAINTING AND REPAIR PROJECT

- Scope of Work - Building Painting, Concrete and Stucco Repairs
- Completion Date - 2024
- Location - Belleair, Florida

BLUE WATER BAY

BUILDING RESTORATION PROJECT

- Scope of Work - Building Painting, Balcony Guardrail Replacement and Waterproofing, Balcony Drop-Down Beam Removal, Balcony Window Replacement, Concrete and Stucco Repairs
- Completion Date - 2019
- Location - Tierra Verde, Florida



CATALINA GRAND

BUILDING PAINTING AND BALCONY GUARDRAIL REPLACEMENT PROJECTS

- Scope of Work - Building Painting, Balcony Guardrail Replacement, Waterproofing, Concrete and Stucco Repair
- Completion Date - 2020 and 2021
- Location - Treasure Island, Florida

UTOPIA

BALCONY REPAIR AND PAINTING PROJECT

- Scope of Work - Building Painting, Limited Balcony Waterproofing Replacement, Limited Guardrail, Concrete and Stucco Repairs
- Completion Date - 2019
- Location - Clearwater, Florida



HIGHLIGHTED PROJECTS



PIER HOUSE

BUILDING RESTORATION AND PAINTING PROJECT

- Scope of Work - Building Painting, Balcony and Walkway Waterproofing, Exterior Frame Wall Repair, Drop-Down Beam Removal, Concrete and Stucco Repairs
- Completion Date - 2022
- Location - Indian Rocks Beach, Florida

THE STOVALL ON BAYSHORE

BUILDING PAINTING PROJECT

- Scope of Work - Building Painting, Parking Garage Waterproofing, Concrete and Stucco Repairs
- Completion Date - 2020
- Location - Tampa, Florida



CABANA CLUB

EXTERIOR WALL RESTORATION/PAINTING AND SUNDECK RESTORATION PROJECTS

- Scope of Work - Removal/Replacement of Exterior Wall Finishes and Waterproofing, Window Removal/Replacement, Building Painting, Sundeck Waterproofing, Concrete and Stucco Repair
- Completion Date - 2019 and 2020
- Location - Clearwater, Florida

CLUB REDINGTON

EXTERIOR WALL RESTORATION PROJECT

- Scope of Work - Building Painting, Exterior Stone Finish Removal and Stucco Application, Exterior Wall Waterproofing, Concrete and Stucco Repairs
- Completion Date - 2020
- Location - Redington Shores, Florida



HIGHLIGHTED PROJECTS



YACHT HAVEN

BUILDING PAINTING AND REPAIR PROJECT

- Scope of Work - Building Painting, Balcony and Walkway Guardrail Replacement, Limited Balcony and Walkway Waterproofing, Concrete and Stucco Repairs
- Completion Date - 2022
- Location - Tierra Verde, Florida

BAY PINES BUILDING B

WALKWAY AND STAIRWAY RESTORATION PROJECT

- Scope of Work - Walkway/Stairway Waterproofing, Walkway/Stairway Guardrail Replacement, Walkway Concrete Beam Replacement, Stairway Concrete Riser Replacement and, Concrete and Stucco Repairs
- Completion Date - 2020
- Location - St. Petersburg, Florida



THE ALAGON ON BAYSHORE

BUILDING PAINTING AND REPAIR PROJECT

- Scope of Work - Building Painting, Limited Balcony Waterproofing, Concrete and Stucco Repairs
- Completion Date - 2022
- Location - Tampa, Florida

ISLAND WALK

BALCONY REPAIR AND RAILING REPLACEMENT PROJECT

- Scope of Work - Balcony Guardrail Replacement, Balcony Waterproofing, Selected Metal Framed Balcony Knee Wall Replacement, Concrete and Stucco Repairs
- Completion Date - 2019
- Location - Clearwater, Florida



HIGHLIGHTED PROJECTS



TIDES BEACH CLUB

BUILDING PAINTING PROJECT

- Scope of Work - Building Painting, Concrete and Stucco Repairs
- Completion Date - 2018, 2019, and 2020
- Location - North Redington Beach, Florida

GULF SHORES

BUILDING RESTORATION AND REPAIR PROJECTS

- Scope of Work - Exterior Building Painting, Metal Framing Replacement, Window Removal/Reinstallation and Replacement, Limited Exterior Wall Waterproofing, Balcony, Walkway, and Stairway Waterproofing and Guardrail Replacement, Concrete and Stucco Repairs
- Completion Date - 2020, 2023, and 2024
- Location - Indian Shores, Florida



SAND DUNES

BALCONY AND STAIRWAY RESTORATION PROJECT

- Scope of Work - Building Painting, Timber Stairway Replacement, Balcony Timber Guardrail Replacement, Balcony Timber Decking Replacement, and Garage Ceiling Replacement/Fireproofing/Waterproofing
- Completion Date - 2019
- Location - Treasure Island, Florida

THE PINNACLE

BUILDING REPAIR AND PAINTING PROJECT

- Scope of Work - Building Painting, Balcony, Pool Deck and Parking Garage Waterproofing, Concrete and Stucco Repairs
- Completion Date - 2020
- Location - Tampa, Florida





ELEVATED

Engineering Services, LLC

BRIAN H. KEITER, PE, SI, FRSE

Phone: (727) 688-3068

Email: brian@elevatedeng.com

Mr. Keiter is the owner/founder of Elevated Engineering Services, LLC and a Principal Structural Engineer with over twenty years of experience in the design of new structures, design of repairs for existing structures, threshold inspections for repairs and construction administration services. New design projects have included retail space, manufacturing facilities, apartment buildings and residential structures. Mr. Keiter has worked on the restoration and structural repair of wood, concrete and steel structures ranging from one story structures to multi-story residential and commercial structures. Restoration work has included identifying problems through condition surveys, issuing survey reports, designing repair and waterproofing details, preparing bid documents and monitoring completion of repair work.

EDUCATION:

- Master of Science in Civil Engineering - University of Texas at Austin, 1997
- Bachelor of Science in Civil Engineering - University of South Florida, 1996

REGISTRATION:

- Professional Engineer: Florida PE #57239
- Special Inspector: Florida SI #7014671
- Florida Board Recognized Structural Engineer

PROFESSIONAL HISTORY:

- | | |
|-------------------------------|--|
| - October 2016 to Present | Elevated Engineering Services, LLC (Tampa, FL)
Principal Structural Engineer |
| - March 2014 to October 2016 | BillerReinhart Engineering Group (Tampa, FL)
Senior Structural Engineer |
| - February 2002 to March 2014 | KWA Engineers, LLC (Tampa, FL)
Senior Structural Engineer |

Brian H. Keiter, PE, SI, FRSE

PROFESSIONAL HISTORY (CONT.):

- September 1998 to February 2002 **Jose A. Quinones, Jr. and Associates (San Juan, Puerto Rico)**
Junior Structural Engineer
- February 1998 to August 1998 **URS Greiner, Inc. (Tampa, FL / Dallas, TX)**
Graduate EIT Designer
- May 1996 to August 1996 **URS Greiner, Inc. (Tampa, FL)**
Graduate EIT Designer
- January 1994 to January 1995 **URS Greiner, Inc. (Tampa, FL)**
Co-op Graduate EIT Designer

REPRESENTATIVE PROJECTS - NEW STRUCTURES

Rinker Automated Concrete Pipe Facility (Apopka, Florida): Engineer of Record for a 115,000 square foot automated concrete pipe manufacturing plant. Performed design of new kiln with storage mezzanine, block walls, large concrete pits for manufacturing equipment, floor slabs, building and equipment foundations, and an administration building.

Suncoast Crossing Retail Complex (Odessa, Florida): Engineer of Record for a 29,000 square foot retail complex. Performed design of new foundations, exterior masonry walls, cold formed steel walls, steel columns and k-joint roof framing.

Jahna Concrete (Avon Park, Florida): Engineer of Record for a 24,000 square foot concrete masonry unit manufacturing facility. Performed design of new steel and concrete structure with precast panel roof and 10 internal kiln structures.

Walter's Crossing (Tampa, Florida): Performed design and inspection of a 280,000 square foot two story retail structure, which included a 4-level parking garage.

Home Shopping Network (Clearwater, Florida): Engineer of Record for a cooling tower support structure. Performed design of a new steel support structure for six cooling towers services the Home Shopping Network Facility.

Andrx Pharmaceuticals, Inc. (Davie, Florida): Performed design for an expansion of the manufacturing facility, which included modifications to tilt-up walls and second story building framing to allow for new equipment installation.

Brian H. Keiter, PE, SI, FRSE

REPRESENTATIVE PROJECTS - EXISTING STRUCTURES

The Pinnacle Condominium (Tampa, Florida): Building restoration and painting project, which included balcony and parking garage waterproofing, concrete and stucco repair and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Edgewater Arms Elevated Clubhouse (Dunedin, Florida): Building restoration and painting project, which included walkway guardrail removal/replacement, walkway waterproofing, pile foundation repair, concrete and stucco repair and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Cabana Club Condominium (Clearwater, Florida): Building restoration and painting projects, which included a phased approach for exterior wall cladding removal/replacement for all wall areas finished with vinyl siding, window removal/replacement, light gauge metal framing repair exterior wall waterproofing, concrete and stucco repair, 2nd floor sundeck waterproofing and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

The Stovall on Bayshore (Tampa, Florida): Building restoration and painting project, which included parking garage waterproofing, concrete and stucco repair and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Harbour Light Towers (Clearwater, Florida): Building restoration and painting projects, which included a phased approach for balcony, walkway, sundeck and parking garage waterproofing, balcony guardrail removal/replacement, concrete and stucco repair and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

The Alagon on Bayshore (Tampa, Florida): Building restoration and painting project, which included limited waterproofing, concrete and stucco repair and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Brian H. Keiter, PE, SI, FRSE

REPRESENTATIVE PROJECTS - GOVERNMENT STRUCTURES

Westshore Elementary (Hillsborough County School Board, Florida): Emergency repair design and observation of a 1920's brick and timber school structure. During summertime mechanical upgrades, it was discovered that previous renovations had removed structural support systems resulting in an unsupported section of the roof structure at the elementary school. As elementary students were scheduled to return to school in 6 weeks and the school was deemed unsafe to occupy by the School Board, temporary shoring, major repair design and implementation and all finishes had to be completed in 4 weeks before teachers returned. To accomplish this engineer and contractor worked daily onsite to accommodate the need for an ever changing design due to the historic structure all while meeting the strict safety requirements of the Hillsborough County School board. Project was successfully completed the evening before teachers returned and the School Board was not forced to bus elementary students to other schools.

Saprito Pier (City of Sarasota, Florida): Condition survey and repair/preventative maintenance recommendations for the 1970's reinforced concrete fishing pier. Condition survey involved both top side condition survey as well as observations from the underside of the structure utilizing City of Sarasota vessels and personnel operating the vessels.

CX-26 Launching Tower (Cape Canaveral Air Force Station, Florida): Condition survey and repair report for original launch structure at the CCAFS Outdoor Museum.

Harts Landing (City of Sarasota, Florida): Condition survey and repair/preventative maintenance recommendations for the timber pile structure over saltwater serving both as a concession structure and boat dock.

City of Venice Community Center (City of Venice, Florida): Onsite observation and remedial recommendations for an existing slab on grade suffering from significant moisture drive issues.

FORENSIC INVESTIGATION AND EXPERT WITNESS PROJECTS:

Whisper Lake Condominium: Fire damage structural investigation. Services included an onsite investigation, report and deposition.

Capriana Condominium: Construction defect structural investigation. Services included an onsite investigation, report and mediation.

Miscellaneous Residential Structures: Consultation of legal issues involving construction deficiencies, structural failures, building settlement related damage, storm/wind damage, insect damage, fire damage, moisture damage, and vehicular impacts of various single-family residential structures.

PUBLICATIONS:

Use of Epoxy-Based Fiberglass Reinforced Plastic Repair System for Bridge Repair: Mr. Keiter was published, as the primary member of a three-person University of Texas/Texas DOT research team, which was presented during the IXth International Congress on Polymers in Concrete Conference Proceedings.



ELEVATED

Engineering Services, LLC

DANIEL R. SAPP, PE, SI

Phone: (727) 318-0887

Email: dan@elevatedeng.com

Mr. Sapp is a Senior Structural Engineer with experience in the design of new structures, evaluation of existing structures, design of repairs for existing structures, threshold inspections for repairs and construction administration services. New design projects have included retail space, manufacturing facilities, apartment buildings and residential structures. Mr. Sapp has worked on the restoration and structural repair of wood, concrete and steel structures ranging from one story structures to multi-story residential and commercial structures. Restoration work has included identifying problems through condition surveys, issuing survey reports, designing repair and waterproofing details, preparing bid documents and monitoring completion of repair work.

EDUCATION:

- Bachelor of Science in Civil Engineering - University of South Florida, 2014

REGISTRATION:

- Professional Engineer: Florida PE #86452
- Special Inspector (Limited): SI #86452

PROFESSIONAL HISTORY:

- | | |
|------------------------------|---|
| - February 2019 to Present | Elevated Engineering Services, LLC (Tampa, FL)
Senior Structural Engineer |
| - July 2013 to February 2019 | BillerReinhart Engineering Group (Tampa, FL)
Senior Structural Engineer |

REPRESENTATIVE PROJECTS - NEW STRUCTURES

Qualitest Pharmaceuticals Liquids Building (Huntsville, Alabama): Performed design of new standalone central utility building. Design elements included pre-engineered metal building system foundations, steel framing supports and foundations for utility bridges and chemical pipe racks.

Taranto-Grottaglie Airport (Grottaglie, Italy): Performed design for relocation of a new 126-foot-long cargo loader storage rack. Design elements included lifting support jack systems, electronic operating dolly systems, and analysis of existing cargo loader storage rack framing throughout lifting/jacking and relocation process.

Stryker Learning Center Building (Fort Lauderdale, Florida): Performed design of modifications to new learning center building. Design elements included elevator supports and foundations, curved stairways, rooftop equipment supports, roof and window systems and porte-cochere framing.

Arnold Airforce Base (Manchester, Tennessee): Performed design of new ground vehicle fueling facility. Design elements included above-ground pipe supports, foundations for 10,000-gallon diesel, biodiesel and E-85 storage tanks, concrete containment basin for oil/separator, truck offloading and fueling island foundations.

Hercules Recycling Process Center (Clearwater, Florida): Performed design of new recycling center warehouse building. Design elements included pre-engineered metal building system foundations, truck offloading and equipment foundations, and exterior walls, foundations, and roof of new scale house building.

Miami International Airport (Miami, Florida): Performed design and analysis of new aircraft boarding ramp systems to remain operational during tropical storm and category-1 hurricane force winds. Design elements included steel framing supports, foundations and anchoring systems.

Tampa Municipal Office Building (Tampa, Florida): Performed design of new roof top chiller platforms. Design elements included steel framing supports to support new chiller units and anchor supports into existing roof structure.

REPRESENTATIVE PROJECTS - EXISTING STRUCTURES

Club Redington Condominium (Redington Shores, Florida): Exterior wall restoration project, which included removal and replacement of existing exterior wall stone finishes with stucco, exterior wall waterproofing, concrete and stucco repairs and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Tampa Old City Hall (Tampa, Florida): Concrete restoration project, which included shoring, and concrete repairs for the 9th floor clocktower and generator equipment room. Services included condition survey, design of shoring and repairs, construction administration.

Catalina Grand Condominium (Treasure Island, Florida): Building painting and guardrail replacement projects, which included removal and replacement of guardrails on exterior balconies, waterproofing membrane application, concrete and stucco repairs and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Pier House Condominium (Indian Rocks Beach, Florida): Building restoration and painting project, which included removal and replacement of architectural drop-down beams, balcony and walkway waterproofing, exterior wall framing repairs and waterproofing, concrete and stucco repair and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Yacht Haven Condominium (Tierra Verde, Florida): Building repair and painting project, which included removal and replacement of balcony and walkway guardrails, balcony and walkway waterproofing, concrete and stucco repair and exterior building painting. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

Mansions by the Sea Condominium (Treasure Island, Florida): Exterior balcony restoration project, which included waterproofing of all exterior balconies, removal/reinstallation or removal/replacement of partition walls, and concrete and stucco repairs. Services included condition survey, design of repairs, creation of bid documents, bid solicitation and analysis of bids, construction administration and threshold inspection services.

FORENSIC INVESTIGATION AND EXPERT WITNESS PROJECTS:

Lakes at Heron Cove Condominium (Land O' Lakes, Florida): Construction deficiency investigation, which included review of existing building elements of 15 (4 to 8 Unit) two-story residential structures. Services included an onsite investigation and report.

Orion on Orpington Apartments (Orlando, Florida): Construction deficiency investigation, which included review of existing building elements of 13 three-story residential structures and timber framing repairs. Services included an onsite investigation, design of timber framing repairs and report.

Seneca at Cypress Creek Apartments (Lutz, Florida): Construction deficiency investigation, which included review of existing building elements of 23 three-story residential structures and timber framing repairs. Services included an onsite investigation, design of timber framing repairs and report.

Miscellaneous Residential Structures: Consultation of legal issues involving construction deficiencies, structural failures, building settlement related damage, storm/wind damage, insect damage, fire damage, moisture damage, and vehicular impacts of various single-family residential structures.



May 14, 2026

Susan Ables, LCAM
Property Manager
Ameri-Tech Community Management, Inc.
24701 US HWY 19 North, Suite 102
Clearwater, FL 33763

Subject: Engineering Services Proposal
 Seville Condominiums #11 – Building Painting and Repair Project
 2630 Pearce Drive
 Clearwater, FL 33764

Ms. Ables,

As per my conversation with PZ, Elevated Engineering Services, LLC (Elevated Engineering) is pleased to provide this proposal for engineering services at Seville Condominiums #11 in Clearwater, Florida. As per our recent correspondence it is Elevated Engineering's understanding that the Association is approaching its building painting cycle and is looking towards a project to address painting of the building exterior as well as potentially addressing associated repairs items from the recently submitted Milestone Inspection Report by Elevated Engineering. Addressing these associated building repairs along with a building painting project is typically a more cost-effective time to address the repairs along the exterior of the building as the same access equipment and restoration/painting contractor can be utilized. To accommodate this planned project, the Association is seeking a proposal for engineering services related to preparation of specifications, preparation of bid documents, solicitation of competitive bids from qualified contractors and construction administration services. The following proposal defines Elevated Engineer's proposed scope of work and compensation for engineering services related to this project.

Please note that the Association has not informed Elevated Engineering of any extensive exterior moisture intrusion issues throughout the building. As such, this project is currently not focused on addressing such issues; should the Association be aware of any extensive moisture intrusion issues, please inform Elevated Engineering immediately as this will likely require a separate or revised proposal for further investigation and repair requirements. It should be understood that paint is not to be considered a waterproofing element, as proper waterproofing typically requires invasive measures.

3306 W Knights Avenue
Tampa, Florida 33611
727-688-3068

Scope of Work

Elevated Engineering proposes the following scope of work to address the engineering services requested at Seville Condominiums #11.

Project Manual:

- 1) A Project Manual will be completed for the project. This project manual will include Project Information, Instructions to Bidders, Scope of Work and Bid Tab, General Conditions, Specifications and Drawings. The project manual will allow for a competitive bidding process with a defined scope so that all contractors are bidding on a so called “apples to apples” basis. This allows the association to compare bids from multiple contractors on an equal basis. As there are many options for restoration based on the association’s budget and desire to balance future work versus current work, discussions will be undertaken with the Board in determining the desired contractor scope of work in the bid documents. Although bidding unlimited options is not practical due to difficulties in obtaining competitive bids without a tight scope of work, the Scope of Work and Bid Tab section will allow for several Owner Option Items if requested. When included in the Project Manual, these Owner Option Items allow the Board to consider several options when addressing a problem with actual bid cost from contractors allowing for decision making based on contractor pricing rather than speculation of contractor pricing. A description of the elements of the Project Manual are as follows:
 - a. *Project Information* - Project location, contact information for property management, contact information for engineer, prebid date and location, bid due date, and delivery method of bids.
 - b. *Instructions to Bidders* - Contractor instructions for filling out the bid documents and limitations on filling out the bid documents are included in this section. This section also describes bonding requirements as well as contract requirements such as the use of AIA documents.
 - c. *Scope of Work and Bid Tab* – This section describes the general scope of work which is then further broken down into specific bid items. The specific bid items describe work tasks that the contractor is bidding on and directly relate to the bid tab. This method assists the owner in understanding the bid as well as remaining in control during a project since only items completed or percentages of items completed may be billed during the project. This also allows the owner to see the cost impact of each item to help the owner understand cost implications associated with their decision to include or exclude items during the negotiation phase of the project prior to signing a contract. Please note that in an effort to obtain meaningful bids and reduce change orders, the bid items are generally performance-based items, and ways and means are left to the contractor provided they are within those allowed in the specifications. As total completion time of a project is a critical selection criterion for many associations, the contractor is asked to provide his/her best time for completion of the project with his/her bid price. The owner may further negotiate this item during the negotiation phase.



- d. *General Conditions* – General conditions provide for contractor requirements during the project such as hours of work, contractor access, contractor responsibilities, owner responsibilities, manufacturers responsibilities, and liquidated damages should the contractor fail to complete the work in the agreed to timeframe.
- e. *Specification* – Specifications for the different types of materials utilized in the project manual are provided to the contractor. This limits the contractor to utilizing specific materials for work.
- f. *Drawings* – Drawings provide general locations of repairs and general methods of performing those repairs. As much of the extent and exact repair requirements are not known until work is underway and demolition commences, these general repair guidelines serve as the basis of repairs which are modified during the construction administration phase. Please note that any drawings provided will be bid drawings. As this building is a Threshold Building, Construction Administration Services conducted by Elevated Engineering will be required throughout this project. Signed and sealed drawings are only provided during the Construction Administration phase along with the Threshold Acceptance documents.

Bidding and Negotiations:

- 1) Elevated Engineering will assist in obtaining competitive bids from Licensed General Contractors who specialize in this type of repair work. If requested, Elevated Engineering will provide a list of contractors who have successfully completed similar projects with Elevated Engineering staff. However, it should be noted that Elevated Engineering does not have any financial relationship with the companies provided, nor does Elevated Engineering assume any responsibility for the performance of any contractor whose name it provides. Bidding and Negotiation services include the following:
 - a. Elevated Engineering will conduct a mandatory prebid meeting onsite for the invited bidding contractors as well as the owner's representative.
 - b. Elevated Engineering will create an addendum as a result of questions and requested clarifications from the bidding contractors.
 - c. Elevated Engineering will compile the bids in a spreadsheet to allow the owner to compare bid prices of each of the contractors in a single document.
 - d. Elevated Engineering will attend one board meeting where bid results will be presented by Elevated Engineering to the Board.
 - e. If requested, Elevated Engineering will attend additional meetings and workshops discussing the bids. Please note, the amount of time required for this service is at the discretion of the owner, and therefore this additional service will be charged on an hourly and reimbursable basis as per the attached Unit Rate Fee Schedule.
 - f. If requested, Elevated Engineering will assist in detailed contract negotiations with the contractor. This is not to be construed as legal advice as only the Association's Attorney may provide legal advice. However, Elevated Engineering can assist in the scope of work, bid cost and bid time portion of the negotiations. Please note, the amount of time required for this service is at the discretion of the owner, and therefore this additional service will be charged on an hourly and reimbursable basis as per the attached Unit Rate Fee Schedule.



Construction Administration:

- 1) As restoration of existing structures or portions thereof is an ever-changing process, Elevated Engineering will assist in Construction Administration services. While no restoration project goes perfectly and problems should be expected, Elevated Engineering will assist the owner in resolving issues with the contractor as they occur. Construction Administration services include:
 - a. Site Observations - Perform site observations during the project to observe construction in progress. These site observations are intended to allow Elevated Engineering to document repair quantities claimed by the contractor, discern potential discrepancies between the contract documents and work being performed by the contractor, gather necessary information to provide the contractor with additional instructions where field conditions are different than anticipated or repair conditions are different than anticipated in the contract documents, and observe the pace of the project. While site observations and construction administration by the Elevated Engineering in no way imply a guarantee or warranty of the work performed by the contractor, site observations and interaction with the contractor during the project are critical to the overall success of the project.
 - b. Attend Meetings – Periodic meetings with the contractor and owner’s representative will be scheduled. Additionally, if desired, periodic meetings with the board and/or residents may also be scheduled. By meeting on a routine basis, communication with all involved can be maintained.
 - c. Process Pay Request – As contract documents will require payment to the contractor based on a unit rate and/or a percentage of work completed basis, Elevated Engineering will utilize information gained during the site observations to process the pay requests for the owner.
 - d. Threshold Reports –Elevated Engineering will issue weekly threshold reports of work in progress and a threshold project completion letter, which will be submitted to the association and the local building department.

Compensation

Elevated Engineering proposes to be compensated for the above referenced scope of work at Seville Condominiums #11 as follows:

<u>Project Manual:</u>	\$2,850 Lump Sum
<u>Bidding and Negotiation:</u>	\$1,800 Lump Sum
<u>Construction Administration:</u>	On an hourly and reimbursable basis as per the included Unit Rate Fee Schedule.

Elevated Engineering proposes to provide any additional services not included within the defined portions of the scope of work on an hourly and reimbursable basis as per the included Unit Rate Fee Schedule. Alternately, at the client’s request, Elevated Engineering will provide an additional proposal for additional services as they occur.



Seville Condominiums #11
Clearwater, Florida

Elevated Engineering thanks you for this opportunity to be of service and looks forward to working with you. Should you have any questions or require additional clarification, please call 727-318-0887.

Elevated Engineering Services, LLC
CA # 31855

Daniel
Sapp

Digitally signed
by Daniel Sapp
Date: 2026.05.14
17:23:07 -04'00'

Daniel Sapp, PE, SI
FL PE #86452

Client Acceptance of Proposal

Client _____

Signed by _____ Signature _____ Date _____



TERMS AND CONDITIONS

The following terms and conditions are hereby made an integral part of the Engineering Services Proposal by and between Elevated Engineering Services, LLC (“Elevated”) and Client, and shall be fully integrated therein.

1. Agreement and Work to be Provided. Elevated reserves the right to withdraw this Engineering Services Proposal at any time prior to its acceptance. This Engineering Services Proposal is automatically withdrawn on the 30th day following its date of issue if not accepted by Client in writing and a copy of this proposal returned to Elevated. Client’s acceptance and execution of the Engineering Services Proposal shall constitute a binding agreement between the parties (the “Agreement”), and shall constitute authorization for Elevated to proceed with performance of the engineering services. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Client may not assign any rights nor delegate any obligations under this Agreement without the prior written consent of Elevated. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by Elevated and Client, and their respective successors and permitted assigns.

2. Additional Costs. Client agrees that it shall reimburse Elevated for the following additional costs incurred directly or indirectly by Elevated in connection with its performance of its services with the Project: (a) telephone calls, (b) copy costs for reproduction of reports, drawings, plans and specifications, (c) postage, express mailing, courier service and shipping expenses, (d) reasonable travel expenses, transportation and subsistence incidental thereto for any onsite support requested by Client and agreed to by Elevated, (e) permit fees and application fees, and (f) sales taxes, use taxes, service taxes, value added or like taxes (“Additional Costs”).

3. Billings, Payments and Collection Costs. Invoices shall be submitted by Elevated to Client monthly for services and Additional Costs, and payment of such invoices shall be due when rendered. Payment to Elevated is the sole responsibility of Client signatory of this Agreement and is not subject to third party agreements. Invoices shall be considered past due if not paid within thirty (30) days after the invoice date. Client agrees to pay a late charge at the rate of 1 1/2% per month (ANNUAL PERCENTAGE RATE OF 18%) on the outstanding unpaid balance of any amounts not paid in accordance with the agreed-upon terms. Should it be necessary for Elevated to engage the services of an attorney to collect monies past due under this Agreement, Client agrees to pay all cost of collections, whether suit be brought or not, including reasonable attorney’s fees, court costs, collection expenses and other costs incurred by Elevated in the prosecution or defense of its rights hereunder in order to collect the monies, whether in judicial proceedings, including bankruptcy court and appellate proceedings, or whether out of court.

4. Information Provided by Client. Client shall provide information about the objectives, schedule, conditions and constraints of the Project. Client shall provide all documents, drawings, specifications, including deeds, surveys, easements, architectural drawings, plans and other relevant documents concerning the Project. Information supplied by Client shall be accurate and correct. Client represents that Elevated may rely on the accuracy and completeness of information and documents furnished by Client.

5. Right of Entry and Access. Client will furnish Elevated with right of entry and access to the project site for purposes of performing the engineering services outlined in the Scope of Work. Elevated will take reasonable precautions to minimize damage to the project site caused by its services.

6. Ownership of Documents. All computer files, digital files and documents, including, but not limited to, drawings, specifications, reports, logs, field notes, test data, calculations, and estimates



prepared by Elevated as instruments of service pursuant to this Agreement, are and shall remain the sole property of Elevated. Client agrees that all documents of any nature furnished to Client or its agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any of the documents produced by Elevated pursuant to this Agreement be used at any other location, for any other endeavor or for any project not expressly provided for in this Agreement without the express written permission of Elevated. Any reuse without written verification or adaptation by Elevated for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Elevated; and Client, or whoever shall reuse said documents, shall indemnify and hold harmless Elevated from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

7. Hazardous Conditions and Materials. A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Elevated has reason to believe that such a condition may exist, then Elevated shall notify Client who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (i) Client fails to authorize such investigation or correction of a hidden structural condition after due notification, or (ii) Elevated has no reason to believe that such a condition exists, then Client is responsible for all risks associated with this condition, and Elevated shall not be responsible for the existing condition nor any resulting damages to persons or property. Elevated shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, exposure of persons to, hazardous materials in any form at the project site.

8. Construction on the Project. It is understood that Elevated's estimates of construction costs, when provided, are usually based on recent bids of construction contractors on similar work. Elevated cannot control or be responsible for amounts of construction bids and that Elevated's estimates do not constitute a guarantee of construction costs. When engineering services are provided by Elevated under this Agreement during construction on the Project, it is understood that Elevated shall not be in charge of or be responsible for the contractor's means or methods of construction, construction forces and equipment, construction progress, contractor's safety procedures or information as to the status of the contractor's payment of its bills for labor and/or materials used on the Project.

9. Termination of Agreement. Either Elevated or Client may terminate this Agreement for a breach by the other party of the terms, conditions, and limitations of this Agreement, should the other party fail to perform its obligations hereunder (including Client's failure to pay the invoice within thirty [30] days of the invoice date), by giving fourteen (14) days written notice to the other party. In such event, Client shall immediately and forthwith pay Elevated its fees in full for all work previously authorized and performed prior to the effective date of termination, including all Additional Costs.

10. Limitation of Liability. With the exception of liability for gross negligence or willful misconduct, Elevated shall not be liable to Client pursuant to this Agreement for any amounts representing loss of profit, loss of business or indirect, consequential, exemplary or punitive damages of Client. Elevated's total liability to Client for any and all injuries, claims, damages, losses, expenses or claim expenses arising out of this Agreement for any cause or causes of action, including, but not limited to, Elevated's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or project delays, shall not be for any amount in excess of Elevated's project fees.

11. Limitation of Warranty and Disclaimer. The only warranty made by Elevated in connection with the services performed hereunder, is that Elevated will use that degree of care and skill ordinarily exercised for engineering services under similar conditions by reputable members of its profession practicing in the same or similar locality. No other representation or warranty, whether written



or oral, is expressed or implied. Elevated hereby disclaims any and all warranties for deliverables and the same are provided "as-is" without any representations and warranties. Client assumes the entire risk as to the use of the deliverable, and any results generated thereby. Elevated specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, and noninfringement and any warranty in third party products. Any warranty from Elevated, whether granted pursuant to this Agreement, or by law, shall be void if the deliverable is modified after acceptance.

12. Indemnification. Client shall, at all times, indemnify and hold harmless Elevated and its officers, agents and employees from and against any and all claims, demands, damages, losses, litigation and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of services, provided that any such claim, demand, damage, loss, litigation or expense is caused in whole or in part by the negligent act or omission and/or strict liability of Client, anyone directly or indirectly employed by Client or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, property loss, personal injury or losses sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions or negligence of Client, its agents, employees, or contractors in connection with the Project.

13. CONTRACTUAL LIMITATION ON LIABILITY OF DESIGN PROFESSIONAL. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL DESIGN PROFESSIONAL EMPLOYEE OR AGENT OF ELEVATED SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

14. Notices. Any and all notices or other communications required or permitted under this Agreement or by law to be served on or given to either party hereto shall be in writing and shall be deemed duly served when personally delivered to the party to whom they are directed, or in lieu of such personal service, when deposited in the United States Mail, Certified or Registered, postage prepaid, and addressed to the parties at the addresses hereinabove identified, or at any new address as so designated in writing by the parties.

15. Waiver. No failure of Elevated to exercise, and no delay by Elevated in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by Elevated of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by Elevated and specifically referring to each such right or remedy being waived. The waiver by Elevated of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, or a waiver of any other covenant or provision, and the waiver by Elevated to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach.

16. Legal Fees. In the event that a dispute between the parties should result in litigation, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

17. Arbitration. Any dispute arising out of or related to this Agreement, or the breach thereof, which cannot be settled through negotiation between Elevated and Client within fifteen (15) days of the



date of delivery of a Notice of Dispute by one party, shall be resolved by mediation administered by the American Arbitration Association (“AAA”) governed by its Commercial Mediation Rules then in effect, before having recourse to a judicial forum. If no resolution is reached after mediation, then the dispute shall be settled by arbitration administered by the AAA governed by its Commercial Arbitration Rules then in effect. The venue for mediation and arbitration shall be in Hillsborough County, Florida. The arbitration shall be conducted by one neutral arbitrator (admitted to practice law in Florida and experienced in construction/engineering litigation) mutually agreed upon by the parties in writing, or in the event of no such agreement, one neutral arbitrator selected by the AAA. The decision by the arbitrator shall be final and binding on the parties and judgment on the decision may be entered by any court having jurisdiction thereof; provided, however, that such decision shall not be binding unless rendered pursuant to a written reasoned opinion containing findings of fact and conclusions of law. All reasonable fees and expenses of the mediators and arbitrators, all reasonable fees and expenses of the lawyers, and any of the arbitration fees and/or court costs resulting from the arbitration and any related court proceedings will be allocated in proportion to each party’s relative success.

18. Time of Essence. Time is of the essence in each and every provision of this Agreement. The timing for terms and project deliverables set forth in the Agreement shall automatically be extended for events of Force Majeure and excusable delays, such as delays resulting from (a) improper or incomplete specifications, (b) failed, failing, or defective Client or third party products, (c) any other failing component; (d) any Change Orders, (e) Acts of God, accidents, civil disturbances, fires, floods, unfavorable weather conditions, strikes or war, or (f) any other circumstances beyond Elevated’s reasonable control that result in a delay, without penalty to Elevated.

19. Entire Agreement. This Agreement, together with all attachments incorporated herein by reference, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior or contemporaneous communications, understandings and agreements relating to such subject matter, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. No amendment, waiver, alteration or modification of the terms of this Agreement shall be valid or binding upon any party except by an instrument in writing signed by all parties hereto.

20. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue to be in full force and effect. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement with a legal, valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.

21. Headings. Headings in this Agreement are included for convenience or reference only and shall neither constitute a part of this Agreement, nor shall they be taken into consideration in any construction, meaning or interpretation of this Agreement, or any of its provisions.

22. Governing Law and Venue. This Agreement has been made and entered into in the State of Florida, and as such, this Agreement, and the performances due hereunder, shall be construed and governed in accordance with the laws of the State of Florida. Venue and jurisdiction for any action or proceeding arising under this Agreement shall lie exclusively either in the state courts of Florida located in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida. The parties hereto expressly waive any other venue and consent to such jurisdiction.

23. Waiver. Engineer shall have no liability for indirect, special, incidental, punitive, or consequential damages of any kind.





Unit Rate Fee Schedule
2026

Hourly Services ^{1, 2}	
Personnel	Fee/Hour
Principal Structural Engineer	\$235
Senior Structural Engineer	\$225
Project Manager	\$165
CADD Technician	\$85
Work Outside Normal Business Hours (Normal business hours are defined as 8 AM to 8 PM Monday through Friday unless previously negotiated otherwise)	1.5 Times Fee

¹ All work to be billed portal to portal

² All work billed in ¼ hour increments

Reimbursable Expenses	
Expense	Rate
Mileage	Prevailing IRS Standard Business Mileage Rate
Parking	Cost without Mark-Up
Tolls	Cost without Mark-Up
Document Scanning and/or Reproduction (No fees for this service will be charged to the client without prior written authorization)	Cost without Mark-Up





License #CFC1429919

DRAIN PROPOSAL

Proposal #: _____

CUSTOMER: _____ DATE: _____

PROPERTY ADDRESS: _____

EMAIL: _____

CONTACT PERSON: _____

FAX: _____ DATE OF WORK: _____ START TIME*: _____

TDS REPRESENTATIVE: _____ **First day may be later due to travel.*

Description of the Work – Total Drain Solutions shall perform work on the existing drain piping system as described in the following Scope of Work in accordance with applicable code.

SCOPE OF WORK:

PRICE: _____

30% DEPOSIT AT SIGNING: _____

BALANCE DUE UPON COMPLETION: _____

MAKE CHECKS PAYABLE TO:

TOTAL DRAIN SOLUTIONS, LLC

\$30 FEE FOR RETURNED CHECKS

Credit Cards Accepted w/ 3% Surcharge



License #CFC1429919

DRAIN CONTRACT

Proposal #: _____

THIS AGREEMENT made as of _____ between _____ ("OWNER") and Total Drain Solutions, LLC ("TDS") to perform the herein described work located at:

Execution of this Agreement by TDS and OWNER constitutes OWNER's written authorization for TDS to proceed with the Services described in the Scope of Work in the attached proposal. This Agreement shall become effective on the date written above. **No materials will be ordered, and no commencement date will be given without receipt of the signed contract and deposit payment by TDS for the amount specified in the attached proposal.**

TDS shall perform for or furnish to OWNER the construction services for the Project to which this Agreement applies as hereinafter provided. TDS may employ such Sub-Contractors as TDS deems necessary to assist in the performance or furnishing of the construction services and related services. TDS shall not be required to employ any Sub-Contractors unacceptable to TDS. The standard of care for all construction services performed or furnished by TDS under this Agreement shall be the care and skill ordinarily used by members of Contractor's profession and trade, practicing under similar conditions at the same time and in the same locality. TDS is also an approved State of Florida School District Contractor meeting the strict screening standards of section 1012.457 of the Florida Statute. All TDS Technicians have this **Level 2 Security Clearance**. Meeting these strict standards assures you of extra safety and security for your community. All TDS Technicians are required to undergo and pass the OSHA safety training course. All TDS Technicians are required to pass mandatory drug testing.

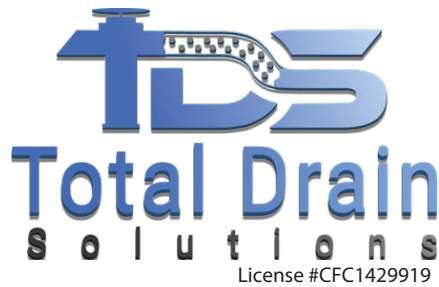
OWNER shall pay TDS for services performed or furnished on the basis set forth in the Scope of Work section of the proposal. Invoices for TDS' services and Reimbursable Expenses will be prepared in accordance with TDS standard invoicing practices and will be submitted to OWNER by TDS. The amount billed for these services will be calculated on the percentage of the overall job that has been completed.

If OWNER fails to make any payment due TDS for services and expenses within thirty days after receipt of TDS' invoice, TDS after giving written notice to OWNER, may suspend the work under this Agreement until TDS has been paid in full all amounts due. In the event of suspension of the work as permitted hereunder, TDS will have no liability to OWNER for delays or damages to OWNER because of such suspension. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment by OWNER, and the undisputed portion will be paid, in which case, TDS shall have no right to suspend the work.

If either the OWNER or TDS terminates this Agreement, TDS will be paid for all services performed or furnished in accordance with this Agreement by TDS through the date of termination including any costs reasonably incurred by TDS that are directly attributable to the termination. In the event owner delays, suspends, or terminates this Agreement with less than 48 hours of notice before mobilization, TDS will be paid for all unpaid Reimbursable Expenses including but not limited to costs associated with non-refundable travel cost. Final payment is due upon completion of the contracted work. If full payment for the project has not been received within 5 business days after job completion, and any required holding or retention time frames have expired, TDS may elect to place a mechanics lien on the property. When the balance is paid in full, TDS will release all liens on the property. **No pre- or post- inspection video's will be released to owner until the final payment has been made in full.**

OWNER and TDS agree that they shall first submit all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to non-binding mediation by a mediator mutually acceptable to both OWNER and TDS prior to either of them initiating litigation against the other. The cost of mediation will be shared equally between the OWNER and TDS.

Should the OWNER request TDS to provide and perform services for this project which are not set forth in the Scope of Work of the attached proposal, TDS will provide and perform such Additional Services as may be agreed to in writing by both the OWNER and TDS via a change order. TDS will not provide or perform any additional services or changes in the Project until a written Supplemental Agreement or Change Order shall have been agreed to and executed by both the OWNER and TDS. Each Supplemental Agreement or Change Order shall set forth a detailed description of (1) the scope of the additional services or changes in the Project that are requested by OWNER; and (2) the basis of compensation. Such Additional Services shall constitute a continuation of the work covered under this Agreement in accordance with the covenants, terms and provisions set forth in this Agreement and any addendum(s) thereto.



DRAIN CONTRACT

Proposal #: _____

Some present installations may not be in compliance with existing codes, which if brought to the attention of TDS, may be identified to the OWNER. Upgrades for the purpose of meeting present code compliance will only be completed subject to a *Change Order*. TDS shall not make any changes in the Work unless so required or approved in writing by the Principal, Owner, or Owner Representative through a Change Order.

Not all pipes are good candidates for lining and or cleaning. During our initial CCTV inspection if the pipes have deteriorated to the point that we are unable to clean them, we will also be unable to line them. The cleaning and post CCTV inspection often reveal hidden defects and deterioration that was not detected during the initial CCTV and may also prevent the pipe from being lined. We cannot guarantee that your pipes will be a candidate for lining. The OWNER understands and acknowledges that lining may not be an option and TDS will still be compensated for the CCTV and Cleaning work performed even if the pipes are unable to be lined. TDS makes every effort to be upfront and honest when accessing the condition of your pipes and will notify you of any defects or deterioration TDS encounters that may prevent OWNERS pipes from being lined. The post cleaning or CCTV videos will be made available to the owner identifying the challenges that prevented the lining.

Specifically excluded from the Scope of Work, in addition to any items noted above or not specifically included above are: underground water main service up to the house or units, toxic mold abatement, asbestos and lead paint abatement, , drywall patching, or tile and fiberglass wall material patching replacement of shower valves, replacement of shower cartridges, faucets, waste traps or fixtures, dishwasher supply lines, fill valves, flush valves, flappers, any portion of the potable water piping system, RO Systems, water softeners, pool pressure plumbing , icemaker supply lines, any fire suppression system, any landscape piping, new tub/shower, mixing valve assemblies, any trim upgrades, drywall patching, tile, fiberglass, or stucco wall repair, restoration of "dead leg" pipes and hammer arrestors. Any fixtures or piping configurations, valves, or unions requiring upgrades to current plumbing codes are not included as part of the restoration project. TDS makes every effort to care for property & driveways, but we will not be held liable for cracks in driveways, oil spills, stains, landscaping damage or any other damages.

TDS' process generally does not require us to open walls, floors, or ceilings. However, on occasion, failing pipe, unforeseen circumstances, piping configuration may require openings to be made. Any drywall patching, tile work, asphalt, concrete, or stucco repair will be the owner's responsibility.

Customers will have all privately installed underground utilities located and marked. TDS is not responsible for any damage to any unlocated utility lines. 811 Location Services will only locate and mark public underground utilities.

If the layout of the existing plumbing, defective fittings, or other abnormalities cause our CCTV cable or cleaning apparatus to become lodged in the piping, the TDS Technician is required to extract this cable, hose, or camera head. Our standard \$450 per hour rate would apply.

TDS Technicians will exercise due care while on the customer's property, TDS assumes no liability for any possible damage that could arise due to brittle, deteriorating, or cracked piping that could be uncovered by the hydro-cleaning process. If the pipe is so deteriorated that despite a good faith attempt to line it, it must be conventionally replaced, it will be an extra cost change order. If concrete or drywall access holes are required, it will be a change order. If roof access is required, TDS will not be responsible for any broken or damaged roof coverings.

TDS shall maintain all necessary insurance types and limits required for scope of work.

OWNER shall do the following in a timely manner so as not to delay TDS' Work on the Project, and shall bear all costs incident thereto:

Notice of Commencement – In accordance with Section 713.13 of the Florida Statutes, information must be provided in the Notice of Commencement which gives notice that improvements will be made to certain real property. All jobs over \$2500 that require permitting will need a Notice of Commencement filed and it is the owner's responsibility to file this in their city or township.

Provide full information as to OWNER's requirements for the Project, including objectives and any applicable limitations or constraints.

OWNER shall be responsible for, and TDS may rely upon, the accuracy and completeness of all reports, data, and other information furnished to TDS by OWNER. TDS may use such reports, data and information in performing or furnishing services under this Agreement.

Arrange for access to and make all provisions for TDS to enter upon public and private property as required for TDS to perform services under this Agreement.

If the Customer elects to have TDS move appliances, TDS will make every effort to avoid damages, but TDS cannot be held responsible for any damage to flooring or appliances during the moving process. Plants in the way to access need to be trimmed or moved. We cannot be held responsible for damage to plants and landscaping. Access panels must be cleared of items within four feet of the access panel, if panels are in closets, these closets must be cleared. Owner is responsible for returning items to all closets or cabinets after work is completed. OWNER agrees to provide a safe and secure area for TDS vehicles and supplies. In the event vehicles or supplies are required to remain on site overnight, the



Proposal #:

OWNER shall provide a safe and secure area to store the equipment. OWNER must disclose to TDS the presence of, or suspected presence of, toxic mold, asbestos, lead, or other hazardous materials contained in the Subject Property, and will provide a copy of any toxic mold, asbestos, lead, or other hazardous materials (here-in-after referred to as "hazardous materials") contained in the subject property and will provide a copy of any hazardous materials report to TDS prior to final bid preparation. Should the report(s) disclose any hazardous materials a certified hazardous materials consultant must inspect any valves, connections or joints that may be affected, as well as work areas such as attics, crawl spaces and pipe chases prior to work start-up. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND - P AYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD: Construction Industry Licensing Board, 2601 Blair Stone Road, Tallahassee, Florida 32399-2215 Phone 850-487-1395 FHCRF is governed by 489.140, et seq., Florida Statutes. This Agreement, the Proposal, and incorporated Project documents constitutes the entire Agreement between OWNER and TDS and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or cancelled by a duly executed written instrument signed by OWNER and TDS. OWNER and TDS each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of OWNER and TDS are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect of all covenants, agreements and obligations of this Agreement. Representation on Authority of Parties/Signatories. If a Property Management company is signing this Agreement, it represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement on behalf of the owner of the property. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized, and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms. IN WITNESS WHEREOF, the parties, by and through their authorized representatives, have executed this Agreement on the date(s) shown.

OWNER or Owners Agent:

Date: _____

Printed Name and Title
Clint Preston

TOTAL DRAIN SOLUTIONS, LLC

Date: _____



1 Tom Plumber of Tampa Bay
Post Office Box 76069
St. Petersburg, FL 33734
(727) 228-1817

Estimate 14756797
Job 14604315
Estimate Date 6/1/2026
Customer PO

Billing Address
Seville Condo 11
2630 Pearce Drive
Clearwater, FL 33764 USA

Job Address
Seville Condo 11
2630 Pearce Drive
Clearwater, FL 33764 USA

Estimate Details

MainLine Jet and Descale: Job Summary

Provide mechanical descaling and hydrojetting of the building main drain line to restore flow and ensure proper system function prior to vertical stack cleaning. This work establishes a clean and functional downstream pathway, which is critical for safely and effectively performing stack descaling and jetting operations.

This phase also confirms the presence and usability of an accessible cleanout and ensures the system can handle the debris and grease removed during stack cleaning.

Inclusions

Mobilization to site
Location and verification of main line cleanout
Mechanical descaling of main drain line (as needed)
Hydrojetting of main line to remove grease, sludge, and buildup
Establishment of proper flow through main drain system
Functional testing of drainage after cleaning
Optional camera verification (if required)
Standard labor, setup, and cleanup

Exclusions

Excavation to locate or install cleanout (if not accessible)
Installation of new cleanouts (unless added by change order)
Pipe repair or replacement
Trenchless relining
Structural or finish repairs
Permits or engineering
Any work not specifically listed

Disclaimers

This estimate is subject to change if the scope of work above changes.
Anything other than plumbing is done by others unless specified specifically in this estimate.

Main Line Preparation Disclaimers:

Proper stack cleaning requires a functional and open main drain line; this service is required prior to stack work.
If no accessible cleanout is present, additional work will be required to establish access.
Cleaning will not repair structurally compromised piping.
Any collapsed sections, offsets, or severe deterioration discovered may require additional repair prior to proceeding.
Results depend on condition and accessibility of existing piping.

Service #	Description	Quantity	Your Price	Your Total
Desc-C	Using special equipment to descale the main sewer line. Hydro jetting of the sewer system after descaling included. Video inspection pre and post descale process included. Price subject to change in the event work described above changes. Includes Install Cleanout - Cleanout is assumed to be 2ft or less deep and in a soft dig area. Concrete, asphalt, rooted, or hard dig area or pipe deeper than 2ft would be additional.	1.00	\$5,295.00	\$5,295.00
			Sub-Total	\$5,295.00
			Tax	\$0.00
			Total	\$5,295.00

Thank you for choosing 1 Tom Plumber Drains! We look forward to being your #1 choice for all of your plumbing and drain needs. Remember, we're already on the way! Call the plumber whose name is his number - 1-TOM-PLUMBER (1-866-758-6237)

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary is furnished by 1 Tom Plumber as a good faith estimate of work to be performed at this location and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree to the estimate and authorize 1 Tom Plumber to perform the work as summarized and on these estimated terms, and I agree to pay the full amount for all work performed.

1-Tom-Plumber as a company will make every reasonable effort to perform the scope of work described below: Drain cleaning / clearing is a calculated risk, running cables and / or pressurized hoses into drains in an attempt to clear a blockage of some sort. Any attempt is just that, an attempt. Success cannot be guaranteed on any attempt, due to the wide range of variables associated with the nature of this kind of work. Due to the unnatural nature of a drain blockage, unique nature of the associated tasks necessary to attempt to remedy the problem and unknown conditions of both the drain pipe and work site, there is a risk of either not being able to resolve the issue or making the issue worse. 1-Tom-Plumber as a company will not be responsible for any kind of pipe damage caused by attempting to clear or clean a line- regardless of age, situation, materials or condition. Aged pipe, newer pipe, pipe damaged by drain cleaner, rotten pipe, etc- these variables will all be excluded from any kind of liability. Furthermore, if any equipment owned by 1-Tom-Plumber becomes lodged or stuck in the pipe for any reason, the homeowner or business owner will be responsible for any labor, tool and material cost that is incurred in order to retrieve any equipment from a drain line. 1-Tom-Plumber shall not be liable for any labor and material cost that is incurred in order to retrieve any equipment from a drain line that may become lost or unremovable, due to unforeseen circumstances. These stipulations also apply to any kind of recurring preventative maintenance, routine cleaning or plumbing maintenance type accounts or work guidelines. Note: 1-Tom-Plumber will not be held responsible for additional backups or damage that may be associated with the cleaning / clearing process due to the conditions of said lines. Additional clean up could be required after an attempt to clear a drain. The client may decide if they want our assistance for clean up but it will be billable.

Estimate is valid for 30 days.

SEVILLE CONDOMINIUM 11, INC. – CONSULTING SERVICES – PHASE I

FIELD VERIFICATION & SCOPE REDETERMINATION

May 27, 2026

Prepared For:

SEVILLE CONDOMINIUM 11, INC.
c/o Ameri-Tech Community Management Partners, LLC
24701 US Highway 19 N, Suite 102
Clearwater, Florida 33763

2026.191.198



N|V|5

10500 University Center Drive
Suite 230, Tampa, Florida 33612
Phone: 800.200.5550

2026-191-198

May 27, 2026

Via email: (sables@ameritechmail.com)

Seville Condominium 11, Inc.
c/o Ameri-Tech Community Management Partners, LLC
24701 US Highway 19 N, Suite 102
Clearwater, FL 33763

Re: Seville Condominium 11 – Consulting Services – Phase I – Field Verification and Scope Redetermination – NV5 Proposal No.: 2026.191.198

Dear Board of Directors:

We appreciate this opportunity to provide you with professional consulting services for the above-mentioned project. We submit this proposal pursuant to your recent request. The following information defines our understanding of the project and is the basis for our scope of services:

Project Description

NV5 has been retained by **Seville Condominium 11, Inc.** to provide engineering consulting services for exterior restoration and concrete repairs at the property located at **2630 Pearce Drive in Clearwater, Florida**. Based on the findings of the 2024 Milestone Inspection Report, our services will include evaluation of exterior building elements such as paint systems, balconies, walkways, and other areas exhibiting deterioration. NV5 will perform independent field observations to verify existing conditions and refine the repair scope.

NV5 will provide the following Scope of Services:

A. Phase I – Field Verification and Scope Redetermination

- Review the 2024 Milestone Inspection Report and available supporting documentation related to exterior building conditions.
- Perform independent field observations of accessible exterior elements, including exterior paint systems, concrete balconies, walkways, and other areas exhibiting deterioration.
- Verify previously reported conditions and identify any additional visible deficiencies or areas requiring further evaluation.
- Redetermine the preliminary restoration scope based on observed field conditions to support accurate repair planning.
- Prepare a summary narrative letter outlining observed conditions, findings, and conclusions.

B. Phase II – Repair Protocol, Bid Package and Monitoring

Repair Protocol

- Develop a restoration and repair protocol based on the findings of Phase I.

Bid Package

- Develop a bid package, including specifications, as necessary, to receive bids for the project.
- Prepare bid invitation document.
- Qualify potential bidders.
- Solicit bid from a minimum of three (3) contractors.
- Review and evaluate bids
- Assist with Selection of the form of contract.
- Establish a draw schedule.

Construction Monitoring

- Assist with coordination of required permits related to the approved project scope.
- Perform on-site visits, as needed for permitting and at key project milestones, based on the anticipated project schedule.
- Inspect the status of the work versus the design specifications and the contract.
- Coordinate and support project-related communications within the defined scope of services.
- Evaluate the need for any change orders, check scope and prices, and obtain approval.
- Provide project status updates to the Board of Directors during active phases of the project.
- Inspect Completed work and approve final payment to contractor.
- The number of site visits may vary depending on the weather conditions and the contractor's schedule

C. Phase III – Additional Engineering Services

- Prepare engineering drawings and details for permit and construction (if required)
- Address any additional conditions or scope items identified after Phase II.
- Provide supplemental design, documentation, or support services as requested by the client.
- Scope to be determined based on project need identified during earlier phases.

Fees:

<u>Item</u>	<u>Description</u>	<u>Fee</u>	<u>Initial for Approval</u>
A.	Phase I – Filed Verification & Scope Redetermination	\$ 4,295.00	
B.	Phase II – Repair Protocol , Bid Package and Monitoring	TBD	
C.	Phase III – Additional Engineering Services	TBD	
	Total Fees Phase I	\$ 4,295.00	
	25 % Deposit Phase I	\$ 1,073.75	

* To initiate work, a deposit equal to twenty-five percent (25%) of the total contract amount is required.

Project Timeline

The Phase I scope of services shall be completed within **two (2) to three (3) weeks** following the site visit. Upon completion, a separate proposal for Phase II services shall be submitted for the Client's review and consideration.

Authorization

All services will be conducted in accordance with this Proposal and the attached Terms and Conditions. To initiate services please have enclosed Proposal Acceptance Agreement completed and signed by an authorized representative of Client, where indicated and return a copy to my attention. Notwithstanding the foregoing, if you direct or request NV5 to commence services, you thereby agree with this Proposal and referenced Terms and Conditions- and agree to be governed and obligated by them -regardless of whether you return a signed Proposal Acceptance Agreement form.

The scope of services and fees outlined in this proposal are valid for one hundred eighty (180) days from the date of this document. If a contract is not authorized within that time frame, a revised proposal and contract will be required.

Note: Should any additional services, such as testing, analysis, or specialized work, be required during the course of the project, these will be addressed in a separate proposal. These services are not included in the current agreement unless specifically outlined.

The Consultant shall have no obligation to perform any work not expressly listed above or in a written amendment to this agreement, signed by all parties. All services are to be performed during normal business hours Monday - Friday 8am to 5pm.

NV5 appreciates the opportunity to be of service to you on this project. If you have any questions or require additional information, please contact Suzanne Perkins at your convenience.

Respectively submitted,

NV5, Inc.

Attachments Proposal Acceptance Agreement
 NV5 General Forensics Terms and Conditions FL (Rev. 1-2023)
 NV5 2026 Fee Schedule

Accepted and Agreed to This _____ Day Of _____ 2026.

NV5, INC.

Seville Condominium 11, Inc.



Carter A. Nelson P.E., R.S.
 Principal Engineer – Forensics

Authorization Signature

NV5 PROPOSAL ACCEPTANCE AGREEMENT

PROPOSAL ACCEPTANCE AGREEMENT
NV5, INC.

Description of Services: Consulting Services - Phase I – Field Verification and Scope Redetermination
Project Name: Seville Condominium 11, Inc.
Project Location: 2630 Pearce Drive, Clearwater, FL 33764
NV5 Proposal No.: 2026-191-198
Proposal Date: May 27, 2026

APPROVAL & PAYMENT OF CHARGES - *Invoices will be charged and mailed to the account of:*

Firm: _____

Attention: _____

Address: _____

Telephone: _____ Fax: _____

Billing E-Mail Address: _____

ACCEPTED BY:

AUTHORIZED SIGNATURE: _____

NAME AND TITLE: _____

DATE ACCEPTED: _____

PAYMENT TERMS: Payment is due in full net 30 days from the date of invoice.
(Remittance Address: PO Box 74008680, Chicago, IL 60674-8680)

PROPERTY OWNER IDENTIFICATION (If other than above)

Name: _____

Address: _____

Telephone: _____ Fax: _____

This AGREEMENT, the proposal, fee schedule, and General Forensics Terms and Conditions FL (Rev.1-2023) constitute the entire agreement between the client and NV5, and supersede all prior written or oral understanding.

NV5 GENERAL TERMS & CONDITIONS

GENERAL TERMS AND CONDITIONS

1. The Agreement. This Agreement between the parties, which shall describe and govern Client's engagement of "Consultant" to provide services ("Services") in connection with the project ("Project") identified in the proposal ("Proposal"), consists of the Proposal, these terms and conditions, Consultant's fee schedule, and any exhibits or attachments referenced in any of these documents. Together these elements constitute the entire agreement between the parties, superseding any and all prior negotiations, correspondence, or agreements, either written or oral, with respect to the subject matter of this engagement. This Agreement shall be interpreted as though prepared by all parties and shall not be construed unfavorably against either party. Consultant requests written acceptance of the Agreement through its Proposal Acceptance Form, but the following actions shall also constitute Client's acceptance of the Agreement: (1) issuing an authorizing purchase order for any of the Services; (2) authorizing Consultant's presence on site; or (3) notification, written (including e-mail) or oral, to Consultant to proceed with any of the Services.

2. Standard of Care. The Services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations and recommendations by Consultant will be based solely on information discovered by, or made available to, consultant during the course of the engagement. In connection with such information, Consultant shall not be responsible for the use or interpretation of such information by non-parties to this Agreement. Consultant shall not be held liable for problems that may occur if Consultant's recommendations are not followed.

3. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice, and at any time by either party if the other party defaults in the performance of any material provision of this Agreement and such default continues for a period of seven (7) days after written notice thereof. In the event of termination, Consultant will be paid for services performed through the date of termination, plus reasonable termination expenses, including the cost of completing analyses, demobilization, records and reports necessary to document job status at the time of termination.

4. Intellectual Property & Work Product. (i) All processes, procedures, work product, materials, methodologies or services used or provided by CONSULTANT in connection with this Project will, shall remain, or will always be, the intellectual property of CONSULTANT. Nothing in this Agreement shall operate as a waiver of ownership or a sale of ownership of any CONSULTANT intellectual property. (ii) Client represents and warrants that Client owns and/or has the right to use the intellectual property that is contained in any instrument, report, media, drawing, design, submittal, or document that Client provides to CONSULTANT in connection with the Project, and that said Client-provided document does not and shall not infringe, misappropriate, or violate the intellectual property rights of any third-parties (iii) All documents including reports, electronic media, and drawings, prepared or furnished by CONSULTANT and its subconsultants pursuant to this Agreement are instruments of service in respect of this Project and CONSULTANT will retain an ownership and property interest therein whether or not the Project is completed. The Client may make and retain copies of such documents for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by the Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than the Client. Accordingly, the Client will, to its fullest extent permitted by law, defend, indemnify and hold harmless CONSULTANT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from any unauthorized reuse of the documents or disbursement by Client to third parties. If it is necessary to distribute any documents to an unrelated third party, both the third party and Client agree: (a) the third party is bound by all of the conditions and limitations of this Agreement and related documents; and (b) the third party is bound by all limitations of liability or indemnity provisions.

5. Risk Allocation and Limitation of Liability. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Consultant, and its officers, directors, partners, employees, agents and sub-consultants, and any of them, to the Client and anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages of any nature 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, breach of contract or warranty, express or implied, of the Consultant, and its officers, directors, employees, agents or sub-consultants, or any of them, shall not exceed the total compensation received by the Consultant, for Services provided under this Agreement or \$50,000 whichever is less. Client agrees that Consultant shall not be responsible for the means, methods, procedures performance, site safety of the construction contractors or subcontractors, or for their errors or omissions. Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. This Agreement and the Services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

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

6. Resolution of Disputes. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Consultant, unless the Client has first provided the Consultant with a written certification executed by an independent consultant currently practicing in the same discipline as the Consultant and licensed in the same State. This certification shall: (a) contain the name and license number of the certifier; (b) specify the acts or omissions that the certifier contends are not in conformance with the standard of care for a consultant 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. All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and Consultant shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. In the event of failure to reach such agreement or in any instance when the selected mediator is unable or unwilling to serve and a replacement mediator cannot be agreed upon by Client and Consultant within ten (10) calendar days, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree. Any cause of action brought against Consultant shall be brought within one year of the work or services performed under this Agreement.

7. Assigns. Client may not assign this Agreement or any right or obligation hereunder without the prior written consent of Consultant, which shall not be unreasonably withheld or delayed; provided, however, that no consent shall be necessary in the event of an assignment to a successor entity resulting from a merger, acquisition or consolidation by either party or an assignment to an Affiliate of either party if such successor or Affiliate assumes all obligations under this Agreement.

8. Governing Law and Survival. The validity of this Agreement, these terms, their interpretation and performance shall be governed by the laws of the State of Florida, and venue shall be in Broward County. If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnification, and non-solicitation & hiring of employees shall survive the termination of this Agreement for any reason. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless

in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

9. Billing and Payment. Client shall pay Consultant in accordance with the schedule of fees or charges as shown in the Proposal or fee schedule. Backup data on billing will not be available unless prior arrangements have been made. Prior to initiation of the Services, Client is required to remit any retainer specified in the Proposal. Thereafter, Consultant will submit to Client invoices for the balance due, which shall be due and payable immediately upon submission. If Client objects to all or any portion of any invoice, Client will so notify Consultant in writing within ten (10) calendar days of the invoice date, identify the cause of disagreement, and immediately pay that portion of the invoice not in dispute. In the absence of written notification described above, the balance as stated on the invoice shall be deemed accepted. Invoices are delinquent if payment has not been received when due. In such event, Client shall pay an additional charge of one and one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount. Payment thereafter will first be applied to accrued interest and then to the principal unpaid amount. Consultant shall be entitled to recover for all costs and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount. Consultant reserves the right to withhold all reports or deliverables and suspend any and all services, including but not limited to expert witness services such as testifying at deposition or trial, unless and until payment is made by Client in accordance with this Agreement. Fee schedules are periodically revised. Unless otherwise agreed, new rates apply to ongoing work as such rates are issued.

10. Waiver of Jury Trial. Each party waives its right to a jury trial in any court action arising between the parties, whether under this Agreement or otherwise related to the work being performed under this Agreement.

11. Liability for Others. Consultant shall not be responsible for the acts or omissions of the Client, architect, architect's other consultants, contractor, subcontractor, other third parties or their respective agents, employees, assigns, successors, or other persons performing any of the work. Consultant shall promptly notify Client if Consultant becomes aware of any inconsistencies in the services or information provided by other parties.

12. Delays. Consultant shall not be liable to Client for delays. Client shall indemnify, defend, and hold harmless Consultant from any actions or claims arising from delays.

13. Waiver. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

14. Enforceability. This Agreement shall be interpreted by the parties in a manner that ensures this Agreement's compliance with applicable local, state, federal, or foreign laws. The parties affirm that this Agreement is a collaborative effort between Client and Consultant, with no single party considered the drafter of this Agreement or having the drafting of this document construed against them.

15. Severability. Should a court find one of the provisions of this Agreement unenforceable, the remaining provisions of this Agreement shall remain in full force and affect.

16. Entire Agreement. This Agreement represents the entire agreement between the parties. No other prior written or oral representations, negotiations, or discussions are part of this agreement. To the extent allowed by law, any agreement that is a part of the scope of Consultant services and incorporated by reference into this agreement shall be subordinated to the terms and conditions of this agreement where they conflict.

17. Insurance and Indemnity. Consultant shall not (1) post a bond, (2) insure, or (3) indemnify Client against losses caused from the acts or omissions of Client or Client's Contractors and Subcontractors on the project. Client shall require other Contractors and Subcontractors to carry adequate insurance coverage, including such coverage for any performance for Client, to insure and indemnify Consultant against claims for damages, and to insure compliance with Project requirements, including work performance and materials. Additionally, Client agrees indemnify, hold harmless, and defend Consultant for any and all liability, cost, expense (including reasonable attorney's fees, court costs, and expert witness fees) arising or resulting from any and all claims, demands, allegations of defects, judgments, losses or damages on account of injuries, disease, or death to any person, or damage to property, or any other type of loss (including economic loss or damage) in connection with the subject property and/or project. The foregoing defense obligation of Client shall trigger immediately upon notice of claim.

18. Scheduling. Consultant shall use commercially reasonable efforts to prepare its written reports for Client in a timely manner that is reasonable for the parties. Consultant's preparation of its written reports for Client shall be prepared to the Standard of Care in paragraph 2 without exception. Consultant shall use commercially reasonable efforts to be available for Client for meetings, mediations, arbitrations, or trials, but Consultant cannot guarantee their availability for events not known at the making of this Agreement.

19. Scope of Report. The opinions contained within Consultant's reports are limited to the information provided by Client at the time from which Consultant received information for review to the writing of this report. Consultant's preparation of reports may rely on information including, but not limited to, correspondence, drawings, specifications, contracts, adverse party documents, and other expert reports that were deemed accurate and authentic. Unless expressly stated in Consultant's reports, Consultant has not performed any calculations or engineering to test Consultant's hypothesis. Consultant's reports shall not be construed to indicate a course of action or be construed as a recommendation for remedial efforts unless expressly stated therein.

20. Testing and Probing. Unless expressly stated in Consultant's reports, Consultant has not performed any laboratory or field tests to confirm our analysis. Any field visits are limited to observation of areas accessible and exposed for viewing. Consultant makes no representations as to latent defects or to areas to which we are not provided access and, unless expressly stated therein, we have not taken any samples or exposed any areas in an attempt to expose any latent defects. Any probes into latent defects or damaged areas are not Consultant's responsibility, and Consultant cannot guarantee the accuracy of the probe sites. Any recommendations Consultant makes on probe locations are investigative in nature, and do not guarantee that taking a probe in a particular location will reveal a defect or facts that will aid Consultant in the formation of our opinion.

21. Limitations. Consultant's reports are prepared for Client and their client, and are not transferrable or assignable. The provisions of Consultant's reports does not imply that we are providing expert testimony for any litigation including answering interrogatories, answering questions in depositions, attending depositions, preparing exhibits for trial, providing expert testimony, or other litigation related services unless otherwise expressly stated in our service agreement. Consultant's reports shall not guarantee in any way the viability or safety of any structure, does not relieve the property owner of the responsibility for making repairs to the property, nor does Consultant's report relieve the property owner of the responsibility for ensuring that their building meets all applicable building codes or laws.

22. Legality. Consultant's opinion is limited to the design and engineering of the Project, and is not legal advice. Any statutes, building codes, or case law referenced by Consultant are not legal advice, and any analysis or conclusions that are stated herein are not conclusions of law that constitute unauthorized practice of law. Consultant's reports are assumed to be prepared at the request of an attorney, and Consultant assumes its Services to be attorney-client privileged as attorney work product as part of that attorney's investigation in preparation for litigation. Consultant's site visits, any testing, sampling, or recommendations for probing are not an attempt to spoil, destroy, or otherwise disturb potential evidence.

SITE EXAMINATION (If included in Consultant's Services)

23. Site Access and Conditions. Client will provide Consultant access to the Project site for all equipment and personnel necessary for the performance of the Services. As required to effectuate such access, Client will notify all owners, lessees, contractors, subcontractors, and other possessors of the Project site that Consultant must be allowed free access to the site. While Consultant agrees to take reasonable precautions to minimize damage to the site, Client understands that, in the normal course of performing the Services, some damage may occur, and further understands that Consultant is not responsible for the correction of any such damage unless so specified in the Proposal. Client is responsible for the accuracy of locations for all subterranean structures and utilities. Consultant will take reasonable precautions to avoid known subterranean structures and utilities. Client waives any claim against Consultant, and agrees to defend, indemnify,

and hold Consultant harmless from any claim or liability for injury or loss of any party, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate Consultant for any time spent or expenses incurred by Consultant in defense of any such claim with compensation to be based upon Consultant's prevailing fee schedule and expense reimbursement policy.

24. Cooperation and Project Understanding. To the extent requested by Consultant, Client will make available to Consultant all information in its possession regarding existing and proposed conditions at the site. Such information shall include, but not be limited to engineering reports, plot plans, topographic surveys, hydrographic data, soil data including borings, field and laboratory tests and written reports. Client shall immediately transmit to Consultant any new information concerning site condition which becomes available, and any change in plans or specifications concerning the Project to the extent such information may affect Consultant's performance of the Services. Client agrees, upon 24 hours oral or written notice, to provide a representative at the job site to supervise and coordinate the Services. Consultant shall not be liable for any inaccurate or incorrect advice, judgment or decision which is based on any inaccurate information furnished by Client, and Client shall indemnify Consultant against claims, demands, or liability arising out of, or contributed to, by such inaccurate information.

25. Sample Disposal. Unless other arrangements are made, Consultant will dispose of all samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by Consultant. Client acknowledges that contaminated samples may be produced as a result of encountering hazardous materials at the site. In such event, Consultant shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal. Consultant may be able to arrange for the transportation and disposal of hazardous materials at Client's request.

26. Discovery of Unanticipated Hazardous Materials. Client warrants that it has made reasonable efforts to inform Consultant of known or suspected hazardous materials on or near the Project site. The parties acknowledge that hazardous materials may exist at a site where there is no reason to believe they are present. Consultant and Client agree that the discovery of such unanticipated hazardous materials constitutes a changed condition which may require either a re-negotiation of the scope of Consultant's Services or termination of such Services or this Agreement. Consultant agrees to notify Client as soon as practicable should hazardous materials be encountered at the site. Client agrees that in the event of the discovery of hazardous materials at the site it will report such discovery to the proper authorities as required by Federal, State, and local regulations. Client agrees to make the required report at the recommendation of Consultant, or, if unable to do so, authorizes Consultant to make such report. Client also agrees to inform the Project site owner in the event that hazardous materials are encountered at the site. Notwithstanding any other provision of this Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability and/or defense costs for injury or loss arising from the presence of hazardous materials on the project site, including any costs created by delay of the project and any costs associated with possible reduction of the property's value. Client is responsible for ultimate disposal of any samples secured by Consultant which are found to be contaminated.

27. Concealed or Subsurface Conditions. Consultant cannot know or guarantee the exact composition of a structure or site's concealed or subsurface condition, even after conducting a comprehensive exploratory program. Client acknowledges that there is a risk that exploratory destructive testing, drilling and sampling may result in damage or contamination of certain areas. Although Consultant will take reasonable precautions to avoid such an occurrence, Client waives any claim against, and agrees to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise as a result of any exploratory activities. Client also agrees to adequately compensate Consultant for any time spent and expenses incurred in defense of any such claim.

REMEDATION (If included in Consultant's Services)

28. Prior Work. Consultant shall not be responsible for any work performed on the Project including, but not limited to, surveys, architectural design, engineering, testing, inspections, or construction ("Prior Work"). Client waives any claim against Consultant and further to defend, indemnify and save Consultant harmless from any claim or liability for injury or loss which may arise from Prior Work.

29. Corrective Work. Consultant's recommendations for the performance of corrective work on the Project do not guarantee the correctness of the completed Project. Consultant is not responsible for the means and methods of construction, and makes no guaranty that Consultant's recommendations are properly implemented by any third party.

30. Unforeseen Conditions. Consultant's examination is for patent defects only. Any investigation, exploration, drilling, probing, or other investigative technique used to search for defects is not a guarantee that Consultant has discovered all latent defects in the Project. Consultant's recommendations for the performance of corrective work are limited to those areas which Consultant has discovered to be defective. Consultant makes no guarantee that all latent Project defects have been discovered.

31. Construction Monitoring. In connection with construction monitoring, Consultant will report observations and professional opinions to Client. Consultant shall report to Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of Consultant, or Consultant's site representative, can be construed as modifying any agreement between Client and others. Consultant's presence on the Project site in no way guarantees the completion or quality of the performance of the work of any party retained by Client to provide construction related services. Neither the professional activities of Consultant, nor the presence of Consultant or its employees, representatives, or subcontractors on the Project Site, shall be construed to impose upon Consultant any responsibility for methods of work performance, superintendence, sequencing of construction, or safety conditions at the Project site. Client acknowledges that Client its general contractor or construction manager is solely responsible for job site safety, and warrants and agrees that such responsibility shall be made evident in any Project owner's agreement with the general contractor. In the event Consultant expressly assumes any health and safety responsibilities for hazardous materials or other items specified in this Agreement, the acceptance of such responsibility does not and shall not be deemed an acceptance of responsibility for any other health and safety requirements, such as, but not limited to, those relating to excavation, trenching, drilling or backfilling.

32. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes.

DESIGN SERVICES (if included in Consultant's Services)

33. Permits and Fees. Client agrees that it is the responsibility of Client to maintain in good standing all governmental approvals or permits and to timely apply for any necessary extensions thereof. If the scope of services includes Consultant's assistance in applying for governmental permits or approvals, Consultant's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency. Upon Consultant's request, Client shall execute and deliver, or cause to be executed and delivered, such additional information, documents or money to pay governmental fees and charges which are necessary for Consultant to perform services pursuant to the terms of this Agreement. Client shall pay the costs of all checking and inspection fees, zoning and annexation application fees, assessment fees, soils or geotechnical engineering fees, soils or geotechnical testing fees, aerial topography fees, and all other fees, permits, bond premiums, applicable taxes on professional services, title company charges, blueprints and reproductions, and all other similar charges not specifically covered by the terms of this Agreement. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

34. Use of Documents. Client agrees not to use or permit any other person to use plans, specifications, drawings, cost estimates, reports, electronic files or other documents prepared by Consultant which are not final and which are not signed and stamped or sealed by Consultant. Client acknowledges that all documents on electronic files, or drawings, reports and data on any form of electronic media generated and furnished by the Consultant, are not final plans or documents. Client shall be responsible for any such use of all non-final plans, specifications, drawings, cost estimates, reports, electronic files or other documents not signed and stamped or sealed by Consultant. Client hereby waives any claim for liability against Consultant for such use. Client agrees, to the extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from a violation of this paragraph by Client. Client further agrees that final plans, specifications, drawings, cost estimates, reports, electronic files or other documents are for the exclusive use of Client and may be used by Client only for the project described in the Proposal and such use is subject to the terms and conditions of this Agreement. Such final plans, specifications, drawings, cost estimates, reports, electronic files or other documents may not be changed or used on a different project without written authorization or approval by Consultant. If signed check prints are required to be submitted with a stamp or seal, they shall not be considered final for purposes of this paragraph.

35. Conditions. Client acknowledges that the design services performed pursuant to this Agreement are based upon field and other conditions existing at the time these services were performed. Client further acknowledges that field and other conditions may change by the time project construction occurs and clarification, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Such clarifications, adjustments, modifications and other changes shall be paid for by Client as extra services in accordance with paragraph 17.

36. Project Changes. In the event Client, the Project owner, or other party makes any changes in the plans and specifications, Client agrees to hold Consultant harmless from any liability arising out of such changes, and Client assumes full responsibility unless Client has given Consultant prior notice and has received Consultant's written consent for such changes. Additionally, If Consultant, pursuant to this Agreement, produces plans, specifications, or other documents and/or performs field services, and such plans, specifications, or other documents and/or field services are required by any governmental agency, and such governmental agency changes its ordinances, codes, policies, procedures or requirements after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as additional services.

37. Construction. Client agrees that in accordance with generally accepted construction practices, the construction contractor and construction subcontractors will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, and that this requirement shall apply continuously and not be limited to normal working hours. Neither the professional activities of Consultant nor the presence of Consultant or his or her employees or subconsultants at a construction site shall relieve the contractor and its subcontractors of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and applicable health or safety requirements of any regulatory agency or of state law. Client agrees to require its contractor and subcontractors to review the plans, specifications and documents prepared by Consultant prior to the commencement of construction-phase work. If the contractor and/or subcontractors determine there are deficiencies, conflicts, errors, omissions, code violations, improper uses of materials, or other deficiencies in the plans, specifications and documents prepared by Consultant, contractors and subcontractors shall notify Client so those deficiencies may be corrected by Consultant prior to the commencement of construction-phase work. If during the construction phase of the project Client discovers or becomes aware of changed field or other conditions which necessitate clarifications, modifications or other changes to the plans, specifications, estimates or other documents prepared by Consultant, Client agrees to notify Consultant and retain Consultant to prepare the necessary changes or modifications before construction activities proceed. Further, Client agrees to require a provision in its construction contracts for the project which requires the contractor to promptly notify Client of any changed field or other conditions so that Client may in turn notify Consultant pursuant to the provisions of this paragraph. Any extra work performed by Consultant pursuant to this paragraph shall be paid for as additional services. Client agrees to purchase and maintain, or cause Contractor to purchase and maintain, during the course of construction, builder's risk "all risk" insurance which will name Consultant as an additional named insured as its interest may appear.

2026 NV5 FEE SCHEDULE

2026 FEE SCHEDULE

Project Principal, per hour	\$	330
Senior Project Professional, per hour	\$	280
Project Engineer, Project Estimator, per hour	\$	220
Engineer, Project Scientist per hour.....	\$	185
Scientist, Geologist, Engineering Technician, Estimator, per hour	\$	160
Technician, per hour	\$	120
Drafter, Project Coordination, per hour	\$	100
Mileage	\$	IRS Rate
Travel Expenses: airfare, hotel, rental car, fuel, tolls, parking, meals, etc	\$	cost + 15%
Other Reimbursable Expenses- i.e., ladder assist, sub-consultants, equip. rental, etc ..	\$	cost + 15%

Invoices are prepared based on a fixed fee or time spent by personnel assigned to the project at the completion of a task plus expenses, or monthly. Time charges are portal to portal. Time spent in connection with mediations, depositions, or trials is billed at the listed rate plus a fifty percent premium. Time spent in connection with services before, during, or after a disaster is billed at the listed rate plus a fifteen percent premium. NV5's invoices are due in full upon receipt. Fees are subject to change for services provided in subsequent calendar years.

Expertise Included:

Building Science
Civil/Structural/Geotechnical Engineering
Geology
Mold Assessor
Building Consulting

Additional Expertise Available (rates available upon request):

Architecture	Certified Industrial Hygienist
Environmental	Licensed Asbestos Consultant
PFAS/PFOS Consulting	Roofing
MEP and Fire Protection	Surveying
Engineering	Fenestration
Scheduling	Opinion of Probable Cost
Program Management	Restoration Projects
Certified Safety Professional	Waterproofing