



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

October 26, 2016

LOCATIONS:

- Atlanta
- Daytona Beach
- Fort Myers
- Fort Pierce
- Gainesville
- Jacksonville
- Miami
- Ocala
- Orlando (Headquarters)
- Palm Coast
- Panama City
- Pensacola
- Rockledge
- Sarasota
- Tampa
- Tifton
- West Palm Beach

Aip Design, Inc
1890 SR 436 Suite 205
Winter Park, FL 32792

Attention: Mr. Ernesto Gonzalez-Chavez

REFERENCE: Fire Stopping Penetration Inspections
Royal Palace Condominium
2121 McCoy Road, Orlando
Opportunity No.: 0115.1016.00013
UES Document No.: 1395398

Dear Mr. Gonzalez-Chavez,

Universal Engineering Sciences, Inc. (UES) is pleased to submit our fire stopping penetration inspection proposal for the above referenced project. Our understanding of this project, with our proposed scope of services and costs, are presented in the following paragraphs.

PROJECT UNDERSTANDING

We understand your project consists of the construction of a 3-story residential condominium building with two connecting buildings. Building A is approximately 41,640 SF and Building B is approximately 42,055 SF. Universal Engineering Sciences has been requested to perform Fire Safety Inspection Services as described in the Florida Fire Prevention Code.

SCOPE OF SERVICES

Universal Engineering Sciences will perform Fire Safety Inspection Services in accordance with the provisions of the Florida Fire Prevention Code, which adopt the provisions of the National Fire Prevention Association (NFPA) fire codes. NFPA 1:12.3.2, 12.3.2.1 and 12.3.2.2, specifies that new buildings, three stories or greater in height, require a quality assurance program for the installation of fire safety devices and systems to protect penetrations and joints of the structure. The installation of these systems must be monitored and approved by a qualified, fire professional to ensure these fire stop systems are installed in accordance with the intent of the design professional as shown on the approved plans and specifications.

Universal will perform the inspections and compare the installed fire stop system with the approved details on the plans. We will perform visual inspections during the rough and final stages of the project. Your project manager **must notify us** the day before covering any penetrations or fire stop system components. Whenever necessary or required, destructive evaluation will be made on various types of fire stop systems. We will inspect, to a reasonable degree, that joints have been installed in such manner that the required movement can be achieved. At the completion of each daily inspection, we will submit a detailed report of our findings.



FEES AND TERMS

Universal Engineering Sciences proposes to provide the previously described inspection services for the time required to complete the project. Our fee for performing the described services will be based on a \$95.00 per hour charge. We agree not to exceed a maximum budget of \$3,000.00 without prior approval for these fire inspection services. This fee proposal shall remain effective for 30 days. If you would like us to proceed, please sign the enclosed Work Authorization/Proposal Acceptance Form and return to BJDadmin@universalengineering.com.

This cost is for work completed M-F, 8am-5pm, any services requested to be performed outside our normal business hours, will be billed at our hourly rate of \$125.00 per hour.

QUALIFICATIONS

Universal Engineering Sciences, Inc. is one of the largest family-owned engineering companies in the United States. Being headquartered in Orlando, and possessing branch offices throughout the State of Florida, provides us with ability to staff your project so as to expedite our work. We understand the importance of working together to keep your project on schedule. Universal Engineering Sciences has more than 500 employees and we have been in business for more than 50 years. In addition to the home inspection services, we also have capabilities in code-compliance plans review, indoor air-quality assessment, and Green Building Certification.

CLOSURE

Universal Engineering Sciences, Inc. appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please do not hesitate to contact the undersigned at 407-423-0504 if you have any questions.

Respectfully Submitted,
UNIVERSAL ENGINEERING SCIENCES,
CODE COMPLIANCE SERVICES

Lisa Whaley
State Certified Fire Safety Inspector 153187
Cell Phone: 407-718-8618
lwhaley@universalEngineering.com

S. Dale Baker CBO, MCP
Manager, Building Inspections Department
Phone: 407-581-8161
sbaker@universalengineering.com

UNIVERSAL ENGINEERING SCIENCES, INC.

Building Inspections Department
Work Authorization / Proposal Acceptance Form

PLEASE SIGN AND RETURN ONE COPY VIA EMAIL OR FAX.

Universal Engineering Sciences, Inc. (Universal) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

Opportunity Name: Royal Palace Condominium **Phone:** 407-629-1117
Opportunity Location: 2121 McCoy Road, Orlando **Fax:** 407-645-3291
Client Name: Aip Design, Inc **Contact:** Ernesto Gonzalez-Chavez
Client Address: 1890 SR 436 Suite 205, Winter Park, FL 32792 **Email:** ernestoaipdesign@gmail.com

I. Scope of Services & Understanding of Project (See attached proposal or as indicated below).
UES Opportunity No.: 0115.1016.00013 **UES Docs No.:** 1395398
See Proposal for Fees and Terms
\$95.00 an hour (Not to exceed \$3,000.00 without prior approval)
Billed monthly

II. Contract Documents. The following documents form part of the Agreement and are incorporated herein by referral:
A. Universal General Conditions.
In the event of any inconsistency or conflicting among the Contract Documents, the provision in that Contract Documents first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)
A. For payment of Services, invoice to the account of:
Firm: _____ **Social Security Number or Federal Identification No.:** _____
Address: _____ **City:** _____ **Zip Code:** _____
Attention: _____ **Title:** _____
Phone: _____ **Fax:** _____

B. If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:
Firm: _____
Address: _____ **City:** _____ **Zip Code:** _____
Attention: _____ **Title:** _____
Phone: _____ **Fax:** _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duty authorized representatives this _____ day of _____, 2016.

CLIENT: _____ **UNIVERSAL ENGINEERING SCIENCES, INC.**
BY (signature): _____ **BY (signature):** *S. Dale Baker*
NAME: _____ **SIGNATORY:** S. Dale Baker
TITLE: _____ **TITLE:** Manager of Building Inspection Department
DATE: _____ **DATE:** October 26, 2016



GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 *Universal Engineering Sciences, Inc.*, ("UES"), has the responsibility for providing the services described under the Scope of Services section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner. The term "UES" as used herein includes all of *Universal Engineering Sciences, Inc.*'s agents, employees, professional staff, and subcontractors.
- 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.
- 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties.
- 1.4 Universal will not be responsible for scheduling our services and will not be responsible for tests or inspections that are not performed due to a failure to schedule our services on the project or any resulting damages.
- 1.5 **PURSUANT TO FLORIDA STATUTES §558.0035, ANY INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

SECTION 2: STANDARD OF CARE

- 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made.
- 2.2 The Client recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.3 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the services are to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.
- 2.4 Should UES be retained to provide threshold inspection services under Florida Statutes §553.79, Client acknowledges that UES's services thereunder do not constitute a guarantee that the construction in question has been properly designed or constructed, and UES's services do not replace any of the obligations or liabilities associated with any architect, contractor, or structural engineer. Therefore it is explicitly agreed that the Client will not hold UES responsible for the proper performance of service by any architect, contractor, structural engineer or any other entity associated with the project.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

- 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.
- 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

- 4.1 Soil or water samples obtained from the project during performance of the work shall remain the property of the Client.
- 4.2 UES will dispose of or return to Client all remaining soils and rock samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client's expense upon Client's prior written request.
- 4.3 Samples which are contaminated by petroleum products or other chemical waste will be returned to Client for treatment or disposal, consistent with all appropriate federal, state, or local regulations.

SECTION 5: BILLING AND PAYMENT

- 5.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications.
- 5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.
- 5.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP AND USE OF DOCUMENTS

- 6.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.
- 6.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.
- 6.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other party or used or relied upon by any such party without the express written consent of UES.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

- 7.1 Client warrants that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site.
- 7.2 Under this agreement, the term hazardous materials include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls, and asbestos.
- 7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. UES and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. UES and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.
- 7.4 UES agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold UES harmless for any and all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.
- 7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to be contaminated.

SECTION 8: RISK ALLOCATION

- 8.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission or other professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

SECTION 9: INSURANCE

- 9.1 UES represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save UES harmless for loss, damage or liability arising from acts by Client, Client's agent, staff, and other UESs employed by Client.

SECTION 10: DISPUTE RESOLUTION

- 10.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to alternative dispute resolution (ADR) such as mediation or arbitration, before and as a condition precedent to other remedies provided by law, including the commencement of litigation.
- 10.2 If a dispute arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then:
- the claim will be brought and tried in judicial jurisdiction of the court of the county where UES's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

SECTION 11: TERMINATION

- 11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.
- 11.2 In the event of termination, or suspension for more than three (3) months, prior to completion of all reports contemplated by the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records and reports.

SECTION 12: ASSIGNS

- 12.1 Neither the Client nor UES may delegate, assign, sublet or transfer their duties or interest in this Agreement without the written consent of the other party.

SECTION 13. GOVERNING LAW AND SURVIVAL

- 13.1 The laws of the State of Florida will govern the validity of these Terms, their interpretation and performance.
- 14 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 and indemnities will survive termination of this Agreement for any cause.

SECTION 14. INTEGRATION CLAUSE

- 14.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.
- 14.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.