



**CRA** Charles R. Adams  
& Associates, Inc.

STRUCTURAL ENGINEERS

Certificate of Authorization Number 4180

414 Canal Street - New Smyrna Beach, FL - 386.426.5583

## PHASE I MILESTONE INSPECTION PROPOSAL FOR THE



## BAYSHORE BATH & TENNIS CLUB

925-935 North Halifax Avenue  
Daytona Beach, Florida 32118

Bayshore Bath & Tennis Club  
925-935 North Halifax Avenue  
Daytona Beach, Florida 32118  
ATTN: Mr. Robert Hinckley, Manager

RE: Bayshore Bath & Tennis Club  
Milestone Inspection Proposal

Mr. Hinckley:

This will serve as our revised proposal to provide structural engineering services connected with the Phase I Milestone Inspection process, required by FL Statute 553.899, A.K.A. SB-4D, of structures at the Bayshore Bath & Tennis Club, located at the above-mentioned address.

#### **SCOPE OF WORK**

Provide engineering services required for the Phase I Milestone Inspection process, as required by FL Statute 553.899, A.K.A. SB-4D, on (11) floors, (1) underground garage level, & (1) pool level of (2) buildings - (213) units total, addressed 925-935 North Halifax Avenue at the Bayshore Bath & Tennis Club located in Daytona Beach, Florida 32118. All engineering & structural design shall be performed in conformance with the 7<sup>th</sup> Edition Florida Building Code (2020).

#### **INCLUSIONS**

- High-Definition drone survey of entire exterior building envelope, copy provided to Board
- Visual inspection of all structural components, including balconies, stairwells, parking garages, seawall, and common areas
- Comprehensive roof inspections for both buildings and elevator towers (replacement specifications revised)
- Field work necessary to compile all required data
- Structural engineering calculations & recommendations
- Phase I Milestone Inspection, checklist, report and submittal, as required by FL Statute 553.899
- Certificate of Structural Integrity upon successful completion (exclusive to CRA & Associates, Inc.)
- ~~Submittal, including all fees, to the City of Daytona Beach~~
- PDF copy for the Board and signed & sealed PDF copy for submittal
- Visual inspection for items to include in a Structural Integrity Reserve Study, as required by FL Statute 553.899
- E&O & Liability Insurance certificates can be issued, as requested

#### **EXCLUSIONS**

- Structural Integrity Reserve Study
- Materials and/or labor for repairs of any kind
- Anything not specifically mentioned under inclusions

#### **ADDITIONAL SERVICES (by request)**

- Project management
- Additional Inspections
- Attendance at meetings

#### **CONDITIONS**

- This proposal is valid for a period of 30 days. We reserve the right to decline any project, at any time, unless a retainer and signed proposal are accepted by our firm.
- Our office will begin work on this project within 30 business days of receiving a signed proposal and the initial retainer payment.
- "Additional Work" is only conducted upon client request and will be billed hourly.
- Acceptance of this proposal signifies the customer's acceptance of the terms and conditions herein, and their agreement to hold CRA & Associates, Inc. harmless from any claims that may arise as a result of the alleged or real failure by other contractor(s) or subcontractor(s) to execute the requirements of the procedures and specifications indicated on the supplied documents, executed by a Florida Professional Engineer, and provided for the purpose of fulfilling the requirements of the Phase I Milestone Inspection, FL Statute 553.899, A.K.A. SB-4D, and providing a Certificate of Structural Integrity.

**BASE FEE:** \$ 37,275.00

**TERMS:**

Upon notice to proceed: \$ 12,425.00

Upon completion of damage survey: \$ 12,425.00

Upon issuance of Certificate of Structural Integrity: \$ 12,425.00

Hourly Rate for Add'l work: \$ 250.00

*(paid within 30 days of bill)*

If you have any questions, or require supplementary information, please feel free to contact us.

Sincerely,



Charles R. Adams, P.E.

FL # 15113

\_\_\_\_\_  
Accepted By

\_\_\_\_\_  
Witnessed By

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
- Corrosion Control Design
- Structural Inspection & Design
- Project Planning & Management

February 23, 2023  
Proposal No: 23 PRP-1743

Bayshore Club Management Association  
925-935 North Halifax Avenue  
Daytona Beach, Florida 32118

Subject: **Proposal to for Engineering Services: Milestone Building Inspection  
Bayshore Bath and Tennis Club, Daytona Beach, FL**

Dear Ladies and Gentlemen of the Board,

United Engineering Consultants (UEC) is pleased to submit this proposal to conduct a structural building condition inspection at the Bayshore Condominium pursuant to the legislature bill SB 4-D.

## SCOPE OF SERVICES

### Task I – Building Condition Inspection and Report

- Professional Engineers from UEC will inspect the condition of the structure, including all balconies, stairwells, roof structures, parking garages, seawall and common areas.
- A review of available building plans will be made prior to the inspection to help better understand the design of the structure and possible areas of concern.
- The inspection will be made by acoustically sounding all stucco and concrete surfaces and a comprehensive visual inspection. The location of cracks, spalls or other structural or waterproofing deficiencies will be documented. This proposal does not include destructive testing.
- This inspection includes the visual inspection, phase I, pursuant to SB 4-D and non-destructive acoustical sounding, a portion of phase II. If destructive testing or further non-destructive testing is determined to be needed based on this inspection, UEC will provide a follow up proposal with the recommended actions.
- An engineering report with our observations, findings and recommendations will be provided.
- The use of a lift to inspect areas not accessible from the ground, balconies or walkways is not included with this proposal. This proposal also does not include computer drafted (AutoCAD) drawings or budgeting services.
- This proposal does not include any services for reserve studies.

**Building Inspection and Report: \$31,250.00**

Any additional services requested by you will be performed by UEC upon agreement between UEC and you, the Client. UEC will proceed with any additional service only after written authorization and direction to proceed from the you, Client. Additional hourly Services will be invoiced at the following rates:

Professional Engineer:	\$175.00/hour
Field Technician:	\$100.00/hour
Administrative:	\$75.00/hour
Drafting Services:	\$100.00/hour

## REPORT LIMITATIONS

The proposed study is limited to accessible exterior surfaces. This proposal does not include the cost to rent a lift to sound exterior walls that are not accessible from the ground, balconies or walkways. As most of the building is covered by finishes, the Association understands and agrees that UEC is not liable for the discovery of underlying hidden or concealed defects. This proposal does not include evaluating any drainage issues.

## TIME

We estimate the plan review and field work will take two Engineers approximately 4 days. Our initial report would be submitted within 30 working days after completing our field work. We request that you provide a copy of the available Architectural and Structural drawings to us not less than 14 days before the field inspection to allow us time to review and familiarize ourselves with the building and prepare preliminary drawings of the floor plans on which our observations will be recorded. The field survey will be scheduled upon approval of the engineering proposal.

## OWNER'S RESPONSIBILITIES

The Client grants the right of entry to UEC and its employees, agents, and subcontractors to perform the services. Client warrants and represents to UEC that Client has the authority and permission to grant this right of entry. UEC shall have no responsibility or liability for any aspect or condition of the units now existing or hereinafter arising or discovered. UEC does not, by its entry into the project site or the performance of the services set forth in the scope of work, assume any responsibilities or liability with respect to the project site.

## TERMINATION OF CONTRACT

The Client and UEC understand and agree that the intent of this agreement is to complete the work as set forth herein. The Client and UEC understand and agree that certain situations, financial or otherwise, may cause the Project to be suspended or abandoned. Therefore, either the Association Board of Directors or UEC may terminate this agreement at any time with or without cause upon giving the other party seven (7) days prior written notice. The Association shall, within 15 days of termination, pay UEC for all approved services rendered and all approved costs incurred up to the date of termination.

## NOTICE TO PROCEED

If the scope of work and fees described here-in are acceptable, please sign the attached agreement and return a copy to us. Thank you for providing us the opportunity to submit this proposal and we look forward to working with you on this project.

Very Truly Yours,  
**UNITED ENGINEERING CONSULTANTS, INC.**



Christopher B. Longman, P.E.  
Project Engineer



# UNITED ENGINEERING CONSULTANTS, INC.

- Building Condition Surveys
- Contract Administration
- Corrosion Control Design
- Structural Inspection & Design
- Project Planning & Management

## PROPOSAL/PROJECT ACCEPTANCE (Page 1 of 2)

### PROJECT INFORMATION:

Client Name Bayshore Club Management Association  
 Project Name Bayshore Club  
 Project Location 925-935 North Halifax Avenue Daytona Beach, Florida 32118  
 Proposal Number and Date Proposal No: 23 PRP-1743 February 23, 2023  
 Description of Service Milestone Building Inspection

Estimated Fee: See Attached Fee Schedule

### PAYMENT RESPONSIBILITY: (MUST BE FILLED OUT)

Invoices to be paid by

Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_  
 Attention \_\_\_\_\_ Title \_\_\_\_\_

### APPROVAL OF CHARGES:

If the invoices are to be approved by a party other than the party responsible for payment above, please fill in the space below.

Firm \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_  
 Attention \_\_\_\_\_ Title \_\_\_\_\_

### PROPERTY OWNER IDENTIFICATION: (If other than above)

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City/State \_\_\_\_\_ Zip Code \_\_\_\_\_ Phone \_\_\_\_\_  
 Attention \_\_\_\_\_ Title \_\_\_\_\_

### SPECIAL INSTRUCTIONS:

### PAYMENT TERMS:

Net 15 days from invoice date; invoices will be sent every four weeks for continued or extended projects. Interest charges, 1½ % per month following the due date.

### PROPOSAL ACCEPTANCE:

The Terms and Conditions of this Proposal, including the Terms on this page and the General Conditions on the reverse are:

Accepted this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Name of Entity \_\_\_\_\_

(Signature of Authorized Representative) \_\_\_\_\_

Print or Type Name of Authorized Representative and Title) \_\_\_\_\_

E-Mail: \_\_\_\_\_

## GENERAL CONDITIONS (Page 2 of 2)

**Payment** – Payment is due within 15 days after date of invoice. Interest at the rate of 18% per annum from 30 day after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to the extent necessary to eliminate such violation. Attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** - United Engineering Consultants, Inc. (UEC) maintains Workers' Compensation and Employer's General Liability Insurance in conformance with state law. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right of Entry** – Unless otherwise agreed, Client will furnish right-of-entry on the property for UEC to perform the services proposed. UEC will take reasonable precautions to minimize damage to the property caused by engineering evaluation or testing, but the cost of restoration of damage, which may result from testing/sampling, is not included in UEC's services fee. Repair of areas where destructive evaluation occurs will be included in the Contractors scope of repair work to be performed during the restoration contract. If Client desires to restore the property to its former condition prior to the restoration, UEC will assist the Client in engaging a Contractor to perform the repair work at the Client's expense.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located within the jurisdiction of the permitting Building Department in Florida.

The party entering into this agreement agrees that UEC and its officers shall be held harmless and indemnified against any claims for damages due to delay of any portion of the project.

To the fullest extent permitted by law, the client agrees to limit UEC and its officer's liability for the Client's damages to the sum of fees paid. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client agrees to indemnify and save harmless UEC from any third party claims or suits and to reimburse UEC for expenses in connections with any such claims or suits, including reasonable attorney's fees.

The party entering into this agreement agrees that UEC shall be compensated at a rate of \$300 hourly for any legally mandated appearances on lawsuits not directly relating to Engineering performance and issued by Client.

**Attorneys' Fees and Costs** – In the event of a dispute arising out of the Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, whether incurred before suit, during suit, or at the appellate level.

**Warranty and Limitation of Liability** – UEC shall perform services for Client using that degree of care and skill ordinarily exercised by and consistent with the standards of competent professionals practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty and UEC is notified in writing of a specific failure in its warranty obligation prior to one year after completion of such portion of the services, or if re-performance is impracticable, UEC will refund the portion of compensation related to the service in dispute.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for services, reports or oral representations by UEC. In no event shall UEC be liable for any special, indirect, incidental or consequential loss or damages. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid. At additional cost, Client may obtain a higher limit prior to commencement of services.

**Discovery of Hidden Defects:** Hidden defects, that were not identified by Client or discovered by Engineer, may be uncovered during the work. UEC and Client agree that the discovery of hidden conditions may result in a change in the scope of UEC's services that requires additional fees. UEC agrees to notify Client as soon as practicable should a hidden condition be discovered that, in UEC's opinion, may present a risk or danger to the public and UEC shall take any and all measures that, in UEC's professional opinion, are justified to preserve and protect the health and safety of any personnel and the public. Client agrees to compensate UEC for any additional cost incurred to protect the public's health and safety. In addition, Client waives any claim against UEC, and agrees to defend, indemnify and save UEC harmless from any claim or liability for injury or loss arising from UEC's discovery of hidden defects. Client agrees to compensate UEC for time spent and expenses incurred by UEC in defense of any such claim, with such compensation based on UEC's prevailing fee schedule.

**Force Majeure** – UEC shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.