

November 18, 2022

Riverview Condominium Association, Inc.
1400 1st Avenue West
Bradenton, FL 34205.

Attention: Ms. Jone Geimer-Flanders
Association Treasurer
1400 1st Avenue West
Bradenton, FL 34205
Email: flandersjg@gmail.com

RE: **PROPOSAL TO PROVIDE LIMITED CONDITION SURVEY/WATER
INTRUSION SURVEY AND REPORT**

UES Proposal Number: 1160.1122.00005 – UPDATED

Dear Ms. Flanders and Board of Directors:

Universal Engineering Sciences, LLC. (UES) is pleased to submit our proposal to provide limited condition survey/ water intrusion survey for specific building elements within the **Riverview Condominium Association**, located at the address referenced above. Because there are generally large variations in proposals, if you find our proposal does not include a service or option you would like to consider, we would appreciate the opportunity to alter or supplement the proposal provided to more closely align our services with your needs.

PROJECT BACKGROUND

According to client information, the building was constructed circa the 1970s of eight living stories with approx. 48 living units. The building structure appears to be comprised of reinforced concrete slabs and columns with concrete masonry (CMU) walls. The client stated concerns that an active water intrusion occurs within the building windows and/or sliding glass door within specific units. The client requested an engineer to review the condition and advise with remediations.

SCOPE OF SERVICES

Our scope shall include reviewing the existing condition of the building's exteriors. We will visually inspect the building roof and the radially accessible unit sliding glass doors and windows for the reported units. If required, we will perform a water test on the areas of concern. The test will be done by spreading water from a hose over the area of concern and monitoring the moisture with a moisture

meter from the inside. No destructive test shall be included in the unit interior unless deemed necessary. The owner is responsible for providing a house and water to the areas that will be tested. We will also review the previously completed building envelope project records and the applicable maintenance records, if any. Upon completion, UES will provide a report with findings and recommendations signed and sealed by a licensed professional engineer. The units will be surveyed are: 204, 305, 403, 404, 405, 502, 503, 504, 602, 603, 604, 605, 606, 701, 704, 705, 803, 804, and 805

Alternatively, and only if approved by the client, UES and provide Air Leakage & Water Penetration Testing on Exterior Windows. This can be done by utilizing **AAMA 501.2 Nozzle Testing Or AAMA 502 Chamber Air and Water Testing**.

- **AAMA 501.2 Nozzle Testing**

To perform water testing of fenestrations up to five (5) windows in general conformance with AAMA 501.2, *Quality Assurance and Diagnostic Water Leakage Field Check of Installed Storefronts, Curtain Walls, and Sloped Glazing Systems*. Project Specification requires testing of 5 windows. Interior finishes have to be removed.

- **AAMA 502 Chamber Air and Water Testing**

To perform air leakage testing of installed exterior windows and doors in general conformance with *ASTM E783, Standard Test Method for Field Measurement of Air Leakage Through Installed Exterior Windows and Doors*. Test summary report included. Unless otherwise noted, the windows selected will be tested for air leakage of 1.5 times the rate specified for laboratory testing. UES will require the lab testing information to be provided by the client. Project Specification requires testing of 3 windows. Interior finishes have to be removed.

In case of the lack of access, which requires additional site visits, the Association will be billed based on our time expense stated in RATE FEES schedule expressed in this agreement.

The timing of such scheduling is determined more by the client than by UCS. However, from the time of our initial survey, our initial report, as outlined above will be provided to the client within 3-4 weeks, if all information requested has been provided by our initial onsite visit.

ADDITIONAL SERVICES: If based on the recommendations provided, the Association wishes to move ahead with a project, UES will discuss with representatives our report and findings to clarify a scope of work and are available to provide the following professional services to assist with the design, bidding and construction aspects of the selected project.

1. Project Manual with Specifications and Bid Documents

We will prepare a scope of work for the proposed area based on our inspection/report. The project manual, will be prepared containing specifications and details required to bid and perform the work as outlined. This project manual will be prepared for the competitive bidding of work and will outline requirements for bidders to qualify, perform and warrant work outlined.

2. Project Bidding Services

If selected, we are available to vet possible contractors and conduct an onsite pre-bid meeting to review the scope of work and project requirements with the pre-selected bidders. We will collect and assemble the bids in an easy to understand bid tabulation and summarize the result for the Association. We will review with the Association the information to permit selection of a contractor. We are available to assist in contractor interviews, notify all bidders once a contractor is selected, and prepare the contract for the selected work.

3. Construction Observation and Management Services.

- a. Project Startup: Prepare final contract and permit documents, conduct preconstruction meeting, agenda and minutes, review of submittals, contracts, notice to owners, payment and performance bond, insurance certificate, intent to warrant, schedule of values, etc. in preparation for the start of work. Record start of work, provide project coordination, project recording, and correspondence as required.
- b. Construction Observations, Progress Inspections, Threshold Inspections, Private Provider Inspections: Onsite visits to observe work in progress. We will inspect materials in use, storage, batch and expiration dates and verify they comply with those specified in the bid and submittals. Check preparation, application and finish of work specified in the project manual and manufacturer's instructions. Reports will be provided for each site visit, documenting the progress of work, our observations, comments and any needed corrections to work observed. Our site visits will be scheduled to permit the best use of time and observe work in progress and critical steps most likely to impact success and optimum performance of the completed work. If acting as Threshold or Private Provider, would submit reports to the local building authority as well.
- c. Ongoing Project Management: Progress meetings, agendas and minutes to keep help project running smoothly and timely, coordinate ongoing work onsite with the needs and addressing ongoing concerns of the Owners. The first meeting to occur during the first week of work then on weekly or bi-weekly basis, determined by the project team. Provide review and support for contractor to address any unforeseen issues that arise during work. Document, review and advise on any changes required to the outlined work. Review inquires (RFIs), change order requests, payment applications, release of liens, etc. Provide ongoing project recording, communications and coordination to facilitate the smoothly and timely completion of the project. Provide monthly budget summaries, tracking date of completion along with any days added for additional work or weather.
- d. Project Closeout: Record substantial completion, perform punchout inspection and final closeout inspection with reports, done with Owner/Owner Rep. Review warranties, final releases, request for release of retainage and perform needed project coordination and correspondence and confirm permit closeout. Compile complete record of project for Owners and conduct post project review.

QUALIFICATIONS

Universal Engineering Sciences, LLC. is a premier construction materials testing and inspection company in the United States. Being headquartered in Florida, and possessing branch offices throughout Florida and the South Eastern States, provides us with local staffing and local knowledge about your projects so we can expedite our work. We understand the importance of working together to keep your project on schedule. Universal Engineering Sciences, LLC has more than 1,300 employees and we have been in business for more than 50 years. We also have excellent capabilities in geotechnical consulting, code-compliance plans review and inspection, indoor air-quality trouble shooting, Green Building Certification, environmental assessment, building envelope services, and clean-up work.

COST

- Limited Condition Survey & Report (20 Units) including Water Test by a Hose, will be performed for a fixed fee of **Six Thousand Seven Hundred Fifty Dollars (\$6,750.00)**
- AAMA 501.2 Window/Door Nozzle Testing (5 tests), will be performed for a fixed fee of **Four Thousand Five Hundred Dollars (\$4,500.00)**
- AAMA 502 Chamber Window/Door Testing (3 tests), will be performed for a fixed fee of **Nine Thousand Dollars (\$9,000.00)**
Riverview Condominium Association
- Project Manual, as outlined above will be performed for a fee based on fixed fees of **Two Thousand Dollars (\$2,000.00)**
- Bidding Services, as outlined above will be performed for fee based on t on fixed fees of **Three Thousand Dollars (\$3,000.00)**
- Construction Oversight and Project Management and any Additional Services are available and to assist the Association performed and are billed based on time expended according to our applicable UNTE RATES.

RATE FEES

Architect	\$185.00 per hour
Registered Roof Consultant	\$185.00 per hour
Professional Engineer, P.E	\$185.00 per hour
Building Envelope Project Manager	\$125.00 per hour
Building Envelope Inspectors	\$95.00 per hour
Administrative	\$95.00 per hour

LIMITATIONS

Additional work required beyond the scope of services included in this proposal, or as caused by factors beyond UES' control, will be invoiced on a time and expense basis. Additional work will not be performed without prior authorization.

Client is required to provide relevant information required by UES to provide these Services. UES may rely on the information provided by the Client. If the information changes, UES may adjust the schedule, the Services, and the compensation.

UES may rely on information furnished by others, including but not limited to, specialty contractors, manufacturer's suppliers, and publishers of technical standards.

Assessments, inspections, surveys, and investigations will be limited to components, systems and assemblies in areas of the facility listed in this proposal. UES offers no opinion on components, systems or assemblies or areas not included. The assessment, inspection, survey, or investigation performed by UES will be limited. Any areas of the facility that are concealed, inaccessible or not readily visible are not included. Unless specifically stated otherwise, extrapolations should not be made from observations or opinions provided.

Client must provide or coordinate access to the facility and components, systems or assemblies to UES as required to perform the Services listed herein, at no cost to UES, which may include but not be limited to, scaffolding, aerials lifts or swing staging.

Client must provide or coordinate access to utilities such as electricity and water with adequate pressure to UES as required to perform the Services listed herein, at no cost to UES.

UES is not responsible for damage caused by testing, or for remediation of water from testing.

PROPOSED WORK SCHEDULE

Based upon our current schedule, UES proposes to initiate services on this project within one week once authorization to proceed has been received. UES will need a minimum of 48-hours advance notice for inspections. UES will issue field reports within 7 days and consulting reports within 3-4 weeks.

AUTHORIZATION

If this proposal is acceptable to you, UES will perform the work in accordance with the General Conditions which are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of authorization. UES can provide and perform a variety of additional building envelope

inspection and testing services during construction to assist in ensuring a quality installation. Fees for these services can be provided upon request.

CLOSURE

We appreciate the opportunity to offer our services to your project and look forward to working with you. Please call the undersigned with any questions you may have.

Respectfully submitted,

UNIVERSAL ENGINEERING SCIENCES, LLC.



Ali Mustafa, PE
Restoration Consultant
Sarasota Branch

UNIVERSAL ENGINEERING SCIENCES, LLC.
Work Authorization / Proposal Acceptance Form

PLEASE SIGN AND RETURN ONE COPY

Universal Engineering Sciences, LLC. (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.

Date: November 18, 2022

Project Name: Riverview Condominium Association, Inc

Project Location: 1400 1st Avenue West Bradenton, FL 34205

Client Name: Riverview Condominium Association, Inc.

Contact: Ms. Jone Geimer-Flanders, Association Treasurer

Contact Business Address: Same for Building

Contact Phone: N/A **Email:** flandersjg@gmail.com

I. Scope of Services and Understanding of Project
(As described in Proposal above)

II. Contract Documents. The following documents form part of this Agreement and are incorporated herein by referral:

- A. **UES** General Conditions. B. **UES** Proposal Dated: November 18, 2022
C. Plans, reports, specifications, and other documents provided by the Client prior to this Agreement date.
D. Other exhibits marked and described as follows: None

In the event of any inconsistency or conflict among the Contract Documents, the provision in the Contract Document first listed above shall govern.

III. Authority to proceed and for payment. (To be completed by Client)

If the invoice is to be mailed for approval to someone other than the account charged, please indicate where, below:

Association: Riverview Condominium Association, Inc FEI/EIN No.: _____
Address: 1400 1st Ave W City: Bradenton, FL Zip: 34205
Attention: _____ Title: Riverview Condo Assoc Board, Treasurer
Phone: 808-333-4580 Fax: 808-278-5027

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives.

CLIENT RIVERVIEW CONDOMINIUM ASSOCIATION, INC

UNIVERSAL ENGINEERING SCIENCES, INC.

BY (Signature) 

BY (Signature) 

TYPED NAME Dr. Jone Geimer-Flanders

TYPED NAME Ali T Mustafa, PE

TITLE Riverview Condo Assoc Board, Treasurer

TITLE Restoration Consultant

DATE 11/18/2022

DATE November 18, 2022

Return Executed Copies (by email) to: Universal Engineering Sciences, Inc.
1748 Independence Boulevard, Suite B-1, Sarasota, FL 34234



UNIVERSAL ENGINEERING SCIENCES, LLC

Rev. 03/26/20 (UES Docs#1758738)

GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES

- 1.1 Universal Engineering Sciences, LLC, Universal Engineering Inspections, LLC, and GFA International Inc. ("UES"), have 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, LLC, Universal Engineering Inspections, LLC, GFA International, Inc., its' 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.

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 Work is 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.



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 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, field data, field notes, laboratory test data (if applicable), calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES.
- 6.2 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.
- 6.3 All reports, field data, field notes, laboratory test data (if applicable), 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 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.

- 7.2 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.
- 7.3 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.

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 others 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:
- (a) 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
 - (b) 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.
- 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 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located.
- 13.2 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.

SECTION 15: WAIVER OF JURY TRIAL

- 15.1 Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

SECTION 16: INDIVIDUAL LIABILITY PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.