



23071_Summit Condos_Milestone Inspection_Contra
MK Weber Engineering, LL
3200 W. 23rd Street, Panama City, FL 3240
850-640-4291

Project Name: Summit Condominiums

Project Type: Milestone Inspection & Report (Phase One Only)

MK Weber Project #: 23071

Contract Issue Date: May 31, 2023

Client(s) Name: Summit Condominiums Owners Association c/o Authorized Representative

Project Address: 8743 Thomas Drive, Panama City Beach, FL

Project County: Bay

Consulting Engineer: Michael K. Weber, P.E.

Price

MK Weber Engineering will provide the services outlined in this contract, apart from any incurred fees which are defined and explained in the Contractual Obligation section of this contract, for the following price.

Inspection & Report: \$35,920 (50% due when signing)



I. Payment Schedule

MK Weber Engineering will require 50% of the contract price to be paid and this contract to be signed prior to the commencement of any work related to *the project* outlined in this contract. Payment is due upon completion and prior to release of report.

II. Scope of Work:

- Milestone Inspection
 - Phase One only, per Exhibit A
 - This inspection will include a visual evaluation for any structural defects or signs of potential defects of the following areas:
 - All units and balconies
 - Roof
 - All walkways
 - All stairwells/staircases
 - Substructure
 - Parking areas
 - Guard shack
 - Bikini Bobs building
 - Pool equipment room (if applicable)
 - If engineer determines Phase Two inspection is required, a separate addendum will be provided with additional pricing.
 - This evaluation is for structural components only and does not include mechanical, electrical, etc.
- Milestone Report
 - List of all structural defects observed during inspection
 - Quantified defects in a spreadsheet format by area, detailing location of defects per area, overall condition of area, recommended repair, and recommended time-frame for repairs
 - Diagrams depicting all area of structural defects
- Deliverables
 - Report in PDF Format



III. Contractual Agreement

Definitions

For the purpose of this contract, the person(s) signing and accepting full responsibility for the contents of this contract shall herein be referred to as *the client(s)*.

For the purpose of this contract, the job that this contract pertains to will herein be referred to as *the project*.

Financial Responsibility

The client(s) accepts full financial responsibility for *the project* that this contract pertains to in its entirety, including but not limited to the scope of work, contractual price, and any and all fees that are incurred by MK Weber Engineering during the duration of *the project* which will include, but will not be limited to, surveys, soil borings, storm water design, etc. For the purpose of this contract, hours are defined as any time any MK Weber Engineering employee spends on *the project*, including, but not limited to drafting, engineering, consultations, and all meetings that have any relation to *the project*.

Project Communication

The client(s) agrees that this contract is solely between MK Weber Engineering and *the client(s)*. MK Weber Engineering is not contractually obligated to engage in extraneous communication with contractors and sub-contractors related either directly or indirectly with *the project*. For the purpose of this contract, extraneous communication will be defined as phone calls, emails, text messages, consultations, and meetings that exceed a reasonable amount of time. For the purpose of this contract, a reasonable amount of time will be defined as continued daily correspondence of any kind with a contractor or sub-contractor related either directly or indirectly with *the project* in such a manner that is disruptive to MK Weber Engineering and its employees. All project communication, including but not limited to, plan revisions, discussions, etc. must be done via email. Any telephone communication related to plan revisions, etc. must be followed up with an email to the MK Weber Employee associated with your project in order for any revisions to be confirmed.

Project Release

MK Weber Engineering is not contractually obligated to release any information related to *the project* to anyone other than *the client(s)* and is not contractually obligated to send preliminary and/or final work related to *the project*, including, but not limited to, drawings, reports, letters, details, calculations, and charts, even if *the project* has been paid for in full, to anyone other than *the client(s)*. MK Weber Engineering will not release any final drawings or reports until *the project(s)* has been paid for in full. MK Weber Engineering will not release any CAD files associated with its preliminary or final drawings.



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III. Contractual Agreement (continued)

Completion

MK Weber Engineering is not contractually obligated to meet the quoted project completion time-frame.

Cancellation

In the event that *the client(s)* cancels *the project*, the client(s) will be fully financial responsible for the total amount of the price agreed upon in this contract. If the client(s) cancels the project within 24 hours of contract submission, the client(s) will only be responsible for a \$250 cancellation fee. The deposit that is paid to MK Weber Engineering for *the project* is non-refundable and will be forfeited by *the client(s)* if *the project* is cancelled at any time.

Assumptions and Key Understandings

MK Weber Engineering will provide *the client(s)* with design documents only. Construction related services are not included. A change in scope, additional revisions, and/or redesigns may be subject to an addendum to this contract with a change in price. This contract does not include landscape architecture and soil borings. This contract does not include stormwater design. If this contract was preceded by a site visit, the site visit fee is a separate charge from the price set forth in this contract, unless otherwise noted in this contract.

Terms

The price and terms of this contract will expire thirty (30) days from the date of issuance to *the client(s)* unless it is signed within that (30) days. The date of issuance can be found on the cover page of this contract.

Insurance

MK Weber carries professional liability insurance of \$1,000,000 and general liability insurance of \$1,000,000.

Disclaimer

All information related to *the project* including, but not limited to documents, plans, sketches, notes, and reports are not permitted to be used by *the client(s)* for any other purpose other than *the project*. The sharing of all such information related to *the project* by the client(s) for professional use is prohibited, unless otherwise agreed upon in a signed document by MK Weber Engineering.

MK Weber Engineering is not responsible for providing inspections during or after the construction process of *the project* unless otherwise stated in this contract.

Additional Professional Services

Design & Engineering: \$125/hr

Meetings, Conferences, and Correspondence: \$75/hr



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IV. Final Words

If the terms of this contract are agreeable to you, please sign and return this contract with your deposit within thirty days. MK Weber Engineering appreciates your business. We look forward to working with you.

I hereby accept the terms set forth in this contract. The effective date of this contract is May 31, 2023 and the expiration date is June 30, 2023; thirty days from the effective date. By signing this contract, *the client(s)* agree that this contract supersedes all other verbal agreements that may have previously been discussed.

6-06-2023

Date

Date

Robert E. Case, Jr.

Client 1 Signature

Client 2 Signature (if applicable)

ROBERT E. CASE, JR.

Client 1 Printed Name

Client 2 Printed Name (if applicable)