



**22270-1\_Summit Condos\_Stucco\_Contract**

MK Weber Engineering, LLC  
3200 W. 23<sup>rd</sup> Street, Panama City, FL 32405  
850-640-4298

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**Project Name:** Stucco/Framing Repairs

**Project Type:** Inspection, Report, Repair Drawings, Oversight

**MK Weber Project #:** 22270-1

**Contract Issue Date:** September 14, 2022

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**Client(s) Name:** Summit Condominiums

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

**Project County:** Bay

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

**Consulting Draftsman:** DeWayne Trageser

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**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.

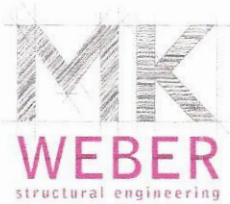
**Inspection & Report:** \$5,800

**Repair Plans:** \$12,000

**Project Oversight:** \$600/inspection

**Hours Included (plans):** 96 (maximum)

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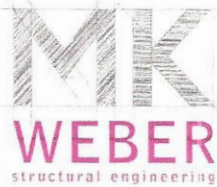


**I. Payment Schedule**

- Inspection & report: Due when signing
- Repair Plans: 50% due when signing, 50% due upon completion and prior to release
- Project oversight: inspection payments due when ordering

**II. Scope of Work:**

- Areas included in scope:
  - East canopy, west canopy, and center canopy (includes laundry room areas)
- Inspection & report
  - Visually evaluate areas where damage has occurred
  - Provide written report with what damage is present and how to repair
  - Report will act as a scope of work
- Repair drawings
  - Stucco repair details
  - Framing repair details
  - Flashing details
- Project oversight
  - Contractor is responsible for ordering inspections when needed
  - It is recommended that contractor order inspections at the following times at a minimum:
    - After stucco removal
    - After framing repairs are completed
    - After stucco preparation and installation are complete
- Deliverables
  - Report & Construction Plans in PDF Format
  - (3) 11x17 hard copies of Construction plans upon request
  - Additional Copies available for:
    - 24x36 hard copies: \$75/set
    - 11x17 hard copies: \$25/set



### 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*

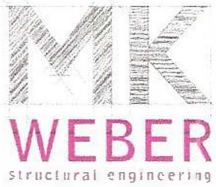
*The client(s)* accepts full financial responsibility for *the project* that this contract pertains to in its entirety, including but not limited to the scope of work, contractual price, and any and all fees that are incurred by MK Weber Engineering during the duration of *the project* which will include, but will not be limited to, surveys, soil borings, storm water design, etc. *The client(s)* accepts that the contracted hours included in the cost of *the project* that this contract pertains to are the set number of hours that MK Weber Engineering employees have allotted to spend on *the project*. 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*. MK Weber automatically allots a specific number maximum number of hours to a project which include drafting, client communication, revisions, engineering, and review. *The client(s)* agrees that if these allotted contractual hours are exceeded at any time and for any reason during the duration of *the project*, they will be fully financially responsible for the fees that are incurred for these extra hours and will be required to pay these fees in their entirety upon the completion of the project and before MK Weber Engineering releases any and all work related to *the project* to either *the client(s)* or any contractor or sub-contractor related to *the project*. For a list of fees that will be billed to the client(s) for all hours exceeding their contractual amount, please see *Additional Professional Services*.

#### *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.

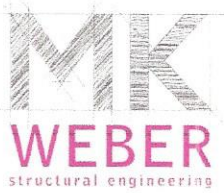
MK Weber Engineering is not responsible for providing inspections during or after the construction process of *the project* unless otherwise stated in this contract.

### **IV. Additional Professional Services**

Design & Engineering: \$125/hr

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





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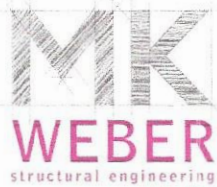
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**V. Plan Modifications**

Any modifications made to the plans that are outside the scope of this contract, including, but not limited to changing the square footage or design elements, will be subject to an additional fee that must be outlined and approved in an addendum to this contract.

After plans have been completed, any modifications, whether in-field or prior to construction, must be submitted, reviewed, and approved by the EOR before modifications take place. MK Weber bears no liability for any modifications made outside of this signed and sealed plan set without prior approval. Any requests for modifications, whether prior to construction or in-field, must be submitted to the EOR in writing. The owner and/or contractor understands that any requested modifications to the plan set may take several weeks to process and should plan accordingly. There is no guarantee that requested modifications will be approved. Any modifications requested must be reflected in a revised set of drawings that bear the EOR's signature and seal.

*(next: Signature)*



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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 September 14, 2022 and the expiration date is October 14, 2022; 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.

9-19-2022  
Date

\_\_\_\_\_  
Date

Robert E. Cable, Jr.  
Client 1 Signature

\_\_\_\_\_  
Client 2 Signature (if applicable)

ROBERT E. CABLE, JR.  
Client 1 Printed Name

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Client 2 Printed Name (if applicable)