



January 1, 2025

Joan West, LCAM
Property Manager
SunTree Community Management, LLC
PO Box 534
Bay Pines, FL 33744

Subject: Engineering Services Proposal – Stairs
Mount Vernon Hermitage – Mount Vernon Building
6370 1st Street N.
St. Petersburg, 33702

Ms. West,

As per your request, Elevated Engineering Services, LLC (Elevated Engineering) is pleased to provide this proposal for engineering services at Mount Vernon Building in St. Petersburg, Florida. As per our conversation, it is Elevated Engineering's understanding that the Association would like Elevated Engineering to provide assistance for the stair issues. Elevated Engineering proposes to provide these services on an hourly and reimbursable basis as per the included Unit Rate Fee Schedule with the understanding that if a fixed scope can be developed based on initial observations, Elevated Engineering will provide a lump sum proposal at that time. Elevated Engineering thanks you for this opportunity to be of service and looks forward to working with you again. Should you have any questions or require additional clarification, please call 727-688-3068.

Elevated Engineering Services, LLC
CA # 31855

Brian Keiter 01-01-25

Brian H. Keiter, PE, SI, FMPC
FL PE #57239

Client Acceptance of Proposal

Client Covington Court, Mount Vernon & Hermitage Association

Signed by Eileen Wolan, President Date 2-24-25
Eileen Wolan, President

TERMS AND CONDITIONS

3306 W Knights Avenue
Tampa, Florida 33611
727-688-3068

Mount Vernon
St. Petersburg, Florida

The following terms and conditions are hereby made an integral part of the Engineering Services Proposal by and between Elevated Engineering Services, LLC ("Elevated") and Client, and shall be fully integrated therein.

1. Agreement and Work to be Provided. Elevated reserves the right to withdraw this Engineering Services Proposal at any time prior to its acceptance. This Engineering Services Proposal is automatically withdrawn on the 30th day following its date of issue if not accepted by Client in writing and a copy of this proposal returned to Elevated. Client's acceptance and execution of the Engineering Services Proposal shall constitute a binding agreement between the parties (the "Agreement"), and shall constitute authorization for Elevated to proceed with performance of the engineering services. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Client may not assign any rights nor delegate any obligations under this Agreement without the prior written consent of Elevated. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable by Elevated and Client, and their respective successors and permitted assigns.

2. Additional Costs. Client agrees that it shall reimburse Elevated for the following additional costs incurred directly or indirectly by Elevated in connection with its performance of its services with the Project: (a) telephone calls, (b) copy costs for reproduction of reports, drawings, plans and specifications, (c) postage, express mailing, courier service and shipping expenses, (d) reasonable travel expenses, transportation and subsistence incidental thereto for any onsite support requested by Client and agreed to by Elevated, (e) permit fees and application fees, and (f) sales taxes, use taxes, service taxes, value added or like taxes ("Additional Costs").

3. Billings, Payments and Collection Costs. Invoices shall be submitted by Elevated to Client monthly for services and Additional Costs, and payment of such invoices shall be due when rendered. Payment to Elevated is the sole responsibility of Client signatory of this Agreement and is not subject to third party agreements. Invoices shall be considered past due if not paid within thirty (30) days after the invoice date. Client agrees to pay a late charge at the rate of 1 1/2% per month (ANNUAL PERCENTAGE RATE OF 18%) on the outstanding unpaid balance of any amounts not paid in accordance with the agreed-upon terms. Should it be necessary for Elevated to engage the services of an attorney to collect monies past due under this Agreement, Client agrees to pay all cost of collections, whether suit be brought or not, including reasonable attorney's fees, court costs, collection expenses and other costs incurred by Elevated in the prosecution or defense of its rights hereunder in order to collect the monies, whether in judicial proceedings, including bankruptcy court and appellate proceedings, or whether out of court.

4. Information Provided by Client. Client shall provide information about the objectives, schedule, conditions and constraints of the Project. Client shall provide all documents, drawings, specifications, including deeds, surveys, easements, architectural drawings, plans and other relevant documents concerning the Project. Information supplied by Client shall be accurate and correct. Client represents that Elevated may rely on the accuracy and completeness of information and documents furnished by Client.

5. Right of Entry and Access. Client will furnish Elevated with right of entry and access to the project site for purposes of performing the engineering services outlined in the Scope of Work. Elevated will take reasonable precautions to minimize damage to the project site caused by its services.

6. Ownership of Documents. All computer files, digital files and documents, including, but not limited to, drawings, specifications, reports, logs, field notes, test data, calculations, and estimates prepared by Elevated as instruments of service pursuant to this Agreement, are and shall remain the sole



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property of Elevated. Client agrees that all documents of any nature furnished to Client or its agents or designees, if not paid for, will be returned upon demand and will not be used by Client for any purpose whatsoever. Client further agrees that under no circumstances shall any of the documents produced by Elevated pursuant to this Agreement be used at any other location, for any other endeavor or for any project not expressly provided for in this Agreement without the express written permission of Elevated. Any reuse without written verification or adaptation by Elevated for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Elevated; and Client, or whoever shall reuse said documents, shall indemnify and hold harmless Elevated from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting therefrom.

7. Hazardous Conditions and Materials. A structural condition is hidden if concealed by existing finishes or if it cannot be investigated by reasonable visual observation. If Elevated has reason to believe that such a condition may exist, then Elevated shall notify Client who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (i) Client fails to authorize such investigation or correction of a hidden structural condition after due notification, or (ii) Elevated has no reason to believe that such a condition exists, then Client is responsible for all risks associated with this condition, and Elevated shall not be responsible for the existing condition nor any resulting damages to persons or property. Elevated shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, exposure of persons to, hazardous materials in any form at the project site.

8. Construction on the Project. It is understood that Elevated's estimates of construction costs, when provided, are usually based on recent bids of construction contractors on similar work. Elevated cannot control or be responsible for amounts of construction bids and that Elevated's estimates do not constitute a guarantee of construction costs. When engineering services are provided by Elevated under this Agreement during construction on the Project, it is understood that Elevated shall not be in charge of or be responsible for the contractor's means or methods of construction, construction forces and equipment, construction progress, contractor's safety procedures or information as to the status of the contractor's payment of its bills for labor and/or materials used on the Project.

9. Termination of Agreement. Either Elevated or Client may terminate this Agreement for a breach by the other party of the terms, conditions, and limitations of this Agreement, should the other party fail to perform its obligations hereunder (including Client's failure to pay the invoice within thirty [30] days of the invoice date), by giving fourteen (14) days written notice to the other party. In such event, Client shall immediately and forthwith pay Elevated its fees in full for all work previously authorized and performed prior to the effective date of termination, including all Additional Costs.

10. Limitation of Liability. With the exception of liability for gross negligence or willful misconduct, Elevated shall not be liable to Client pursuant to this Agreement for any amounts representing loss of profit, loss of business or indirect, consequential, exemplary or punitive damages of Client. Elevated's total liability to Client for any and all injuries, claims, damages, losses, expenses or claim expenses arising out of this Agreement for any cause or causes of action, including, but not limited to, Elevated's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or project delays, shall not be for any amount in excess of Elevated's project fees.

11. Limitation of Warranty and Disclaimer. The only warranty made by Elevated in connection with the services performed hereunder, is that Elevated will use that degree of care and skill ordinarily exercised for engineering services under similar conditions by reputable members of its profession practicing in the same or similar locality. No other representation or warranty, whether written or oral, is expressed or implied. Elevated hereby disclaims any and all warranties for deliverables and the



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same are provided "as-is" without any representations and warranties. Client assumes the entire risk as to the use of the deliverable, and any results generated thereby. Elevated specifically disclaims the implied warranties of merchantability, fitness for a particular purpose, and noninfringement and any warranty in third party products. Any warranty from Elevated, whether granted pursuant to this Agreement, or by law, shall be void if the deliverable is modified after acceptance.

12. Indemnification. Client shall, at all times, indemnify and hold harmless Elevated and its officers, agents and employees from and against any and all claims, demands, damages, losses, litigation and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of services, provided that any such claim, demand, damage, loss, litigation or expense is caused in whole or in part by the negligent act or omission and/or strict liability of Client, anyone directly or indirectly employed by Client or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, property loss, personal injury or losses sustained by or alleged to have been sustained by any person or entity, and caused in whole or in part by the acts, omissions or negligence of Client, its agents, employees, or contractors in connection with the Project.

13. CONTRACTUAL LIMITATION ON LIABILITY OF DESIGN PROFESSIONAL. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL DESIGN PROFESSIONAL EMPLOYEE OR AGENT OF ELEVATED SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

14. Notices. Any and all notices or other communications required or permitted under this Agreement or by law to be served on or given to either party hereto shall be in writing and shall be deemed duly served when personally delivered to the party to whom they are directed, or in lieu of such personal service, when deposited in the United States Mail, Certified or Registered, postage prepaid, and addressed to the parties at the addresses hereinabove identified, or at any new address as so designated in writing by the parties.

15. Waiver. No failure of Elevated to exercise, and no delay by Elevated in exercising, any right or remedy under this Agreement shall constitute a waiver of such right or remedy. No waiver by Elevated of any such right or remedy under this Agreement shall be effective unless made in a writing duly executed by Elevated and specifically referring to each such right or remedy being waived. The waiver by Elevated of any breach of any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach, or a waiver of any other covenant or provision, and the waiver by Elevated to exercise any right or remedy shall not operate nor be construed as a waiver or bar to the exercise of such right or remedy upon the occurrence of any subsequent breach.

16. Legal Fees. In the event that a dispute between the parties should result in litigation, the prevailing party in such dispute shall be entitled to recover from the other party all reasonable fees, costs and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorney's fees and expenses, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

17. Arbitration. Any dispute arising out of or related to this Agreement, or the breach thereof, which cannot be settled through negotiation between Elevated and Client within fifteen (15) days of the



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Pine Hall
date of delivery of a Notice of Dispute by one party, shall be resolved by mediation administered by the American Arbitration Association ("AAA") governed by its Commercial Mediation Rules then in effect, before having recourse to a judicial forum. If no resolution is reached after mediation, then the dispute shall be settled by arbitration administered by the AAA governed by its Commercial Arbitration Rules then in effect. The venue for mediation and arbitration shall be in Hillsborough County, Florida. The arbitration shall be conducted by one neutral arbitrator (admitted to practice law in Florida and experienced in construction/engineering litigation) mutually agreed upon by the parties in writing, or in the event of no such agreement, one neutral arbitrator selected by the AAA. The decision by the arbitrator shall be final and binding on the parties and judgment on the decision may be entered by any court having jurisdiction thereof; provided, however, that such decision shall not be binding unless rendered pursuant to a written reasoned opinion containing findings of fact and conclusions of law. All reasonable fees and expenses of the mediators and arbitrators, all reasonable fees and expenses of the lawyers, and any of the arbitration fees and/or court costs resulting from the arbitration and any related court proceedings will be allocated in proportion to each party's relative success. *mediation*

18. Time of Essence. Time is of the essence in each and every provision of this Agreement. The timing for terms and project deliverables set forth in the Agreement shall automatically be extended for events of Force Majeure and excusable delays, such as delays resulting from (a) improper or incomplete specifications, (b) failed, failing, or defective Client or third party products, (c) any other failing component; (d) any Change Orders, (e) Acts of God, accidents, civil disturbances, fires, floods, unfavorable weather conditions, strikes or war, or (f) any other circumstances beyond Elevated's reasonable control that result in a delay, without penalty to Elevated.

19. Entire Agreement. This Agreement, together with all attachments incorporated herein by reference, constitute the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersede all prior or contemporaneous communications, understandings and agreements relating to such subject matter, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein. No amendment, waiver, alteration or modification of the terms of this Agreement shall be valid or binding upon any party except by an instrument in writing signed by all parties hereto.

20. Severability. In the event that any provision of this Agreement or the application thereof becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement shall continue to be in full force and effect. The parties further agree to replace such illegal, void or unenforceable provision of this Agreement with a legal, valid and enforceable provision that shall achieve, to the extent possible, the economic, business and other purposes of such illegal, void or unenforceable provision.

21. Headings. Headings in this Agreement are included for convenience or reference only and shall neither constitute a part of this Agreement, nor shall they be taken into consideration in any construction, meaning or interpretation of this Agreement, or any of its provisions.

22. Governing Law and Venue. This Agreement has been made and entered into in the State of Florida, and as such, this Agreement, and the performances due hereunder, shall be construed and governed in accordance with the laws of the State of Florida. Venue and jurisdiction for any action or proceeding arising under this Agreement shall lie exclusively either in the state courts of Florida located in and for Hillsborough County, Florida, or in the United States District Court for the Middle District of Florida. The parties hereto expressly waive any other venue and consent to such jurisdiction.

23. Waiver. Engineer shall have no liability for indirect, special, incidental, punitive, or consequential damages of any kind.



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ELEVATED

Engineering Services, LLC

Unit Rate Fee Schedule 2024

Hourly Services ^{1, 2}	
Personnel	Fee/Hour
Principal Structural Engineer	\$235
Senior Structural Engineer	\$225
CADD Technician	\$80
Work Outside Normal Business Hours (Normal business hours are defined as 8 AM to 8 PM Monday through Friday unless previously negotiated otherwise)	1.5 Times Fee

¹ All work to be billed portal to portal

² All work billed in ¼ hour increments

Reimbursable Expenses	
Expense	Rate
Mileage	Prevailing IRS Standard Business Mileage Rate
Parking	Cost without Mark-Up
Tolls	Cost without Mark-Up
Document Scanning and/or Reproduction (No fees for this service will be charged to the client without prior written authorization)	Cost without Mark-Up

