

## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into as of February 26<sup>th</sup>, 2025 ("Effective Date") by and between Brickell Place Phase II Association, Inc. ("BPPII", "Client" or "Association"), a Florida corporation not for profit, having its principal place of business at 1925 Brickell Avenue, Suite D-0201, Miami, Florida 33129, and RGD Consulting Engineers, Inc. ("Engineer" or "Consultant"), a Florida corporation, having its principal place of business at 2151 S. Alt. A1A, Suite 2000, Jupiter, Florida 33477. Client and Consultant are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

1. Scope of Agreement 1.1 This Agreement establishes the terms and conditions under which Consultant shall provide professional engineering services to Client in connection with Brickell Place Phase II, a Condominium, ("Property") as specified in individual Project Orders ("POs") in the form attached hereto as Exhibit "A". 1.2 Each PO shall describe the scope of services, schedule, fees/compensation, and unique requirements and/or deliverables for the specific services described in the PO to be provided by Engineer under and in accordance with this Agreement. 1.3 The PO is the only valid authorization for the Engineer to perform the services and the Association shall not be obligated to pay for any services of Engineer without an executed PO signed by the Association and Engineer. Each PO shall be governed by and subject to the terms and conditions of this Agreement provided, however, that in the event of a conflict or inconsistency between the provisions of a PO and the provisions of this Agreement, the provisions of the PO shall govern, but only to the extent of such conflict or inconsistency.

2. Term and Termination 2.1 This Agreement shall commence on the Effective Date and continue for a period of three (3) years unless terminated earlier as provided herein.

A. Termination for Convenience. The Association may, at any time, without cause, terminate this Agreement and/or any PO upon ten (10) days written notice to the Engineer. The Association will, as full compensation to the Engineer, make payment to the Engineer for the Services actually performed in accordance with any existing PO executed between the Parties and this Agreement to the date of termination for which payment has not been made. Engineer may only terminate this Agreement without cause if there is no existing PO(s) between the Parties and Engineer has provided the Association with at least ten (10) days advance written notice of termination for convenience. The term "existing PO(s)" refers to any PO(s) executed by and between the Parties under which Engineer has not fully completed and performed all services specified in the PO(s). Engineer may not terminate any existing PO(s) for convenience.

B. Termination for Cause. This Agreement may be terminated by either party upon 14 days' written notice should either party fail to perform in accordance with the terms of this Agreement or any PO, through no fault of the party initiating the termination. In the event that Engineer is terminated for cause, Engineer shall not be entitled to any further payment until the services that Engineer was to perform are fully completed. At the time of such completion, if the expenses incurred by the Association in completing Engineer's Services are greater than the amounts that would have been paid to Engineer under the POA and this Agreement, the difference shall promptly be paid by Engineer to the Association. In the event of termination of the POA and/or

this Agreement for cause, the Association may exercise any other rights it may have, and is entitled to all rights, remedies, and damages it may have at law and in equity. Notwithstanding any such termination of a POA and/or this Agreement, the rights acquired or obligations incurred by the parties thereto prior to such termination shall not be affected and Engineer shall remain liable for any and all damages sustained by the Association by reason of such termination or by reason of Engineer's default or breach. The right of the Association to require strict performance and observation of any obligations under this Agreement and any PO shall not be affected in any way by any previous waiver, forbearance or course of dealing.

3. Compensation and Payment 3.1 Client shall compensate Consultant as specified in each PO. 3.2 Consultant shall submit invoices to Client in accordance with the payment schedule in the applicable PO. 3.3 Payments are due within forty-five 45 days of Client's receipt of an undisputed invoice.

4. Independent Contractor 4.1 Consultant is an independent contractor and not an employee, agent, or representative of Client. 4.2 Consultant shall be solely responsible for all taxes, benefits, and liabilities associated with its employees and subcontractors.

5. Confidentiality 5.1 Consultant agrees to keep confidential any proprietary or sensitive information disclosed under this Agreement and/or a PO. 5.2 Confidentiality obligations shall survive termination of this Agreement.

6. Insurance 6.1 Consultant shall purchase and maintain professional liability insurance, commercial general liability insurance, comprehensive automobile liability insurance and workers' compensation and employer's liability insurance, automobile liability insurance, and umbrella/excess liability insurance with limits of not less than the following:

- Professional Liability: Minimum \$ 1,000,000 per claim / \$ 2,000,000 aggregate.
- Commercial General Liability: Minimum \$1,000,000 per occurrence / \$ 2,000,000 aggregate.
- Workers' Compensation & Employers' Liability: Statutory limits as required by law.
- Automobile Liability: Minimum \$ 1,000,000 per accident for owned, leased, or hired vehicles used in connection with the services.
- Umbrella/Excess Liability: Minimum \$ 2,000,000 per occurrence, subject to project-specific requirements.

Certificates of Insurance evidencing the insurance requirements and coverages in accordance with this Agreement are attached hereto as Exhibit "B". As a condition precedent to entitlement to payment, Engineer must maintain the insurance described above and in accordance with the terms herein. With the exception of the Workmen's Compensation and Professional Liability insurance, the Association shall be named as an additional insured on all coverages specified above. Engineer's policies, including the general liability policy, must provide additional insured coverage on a primary and noncontributory basis. With the exception of the Professional Liability Insurance, all policies required to be maintained hereunder shall contain a waiver of subrogation in favor of the Association. Additional Insured Endorsements must be attached to the Certificate of Insurance

evidencing all coverage requirements. No insurance policy of Engineer, including the commercial general liability policy, shall not contain any exclusionary language or limitations relating to residential, condominium, multi-family, or multi-unit dwellings.

Certificates of Insurance for all policies shall be delivered to the Association prior to the commencement of the Services set forth in this Agreement. Said certificates shall contain a provision that coverage afforded under the policies will not be canceled without thirty (30) days prior written notice to the Association.

Engineer shall maintain such insurance for not less than the applicable statute of repose. Engineer is obligated to ensure that any agents, consultants or subcontractors it engages maintain insurance coverages commensurate with the insurance maintained by Engineer. Engineer's failure to maintain the insurance required by this Agreement shall be grounds for termination of the Agreement, and Engineer shall be liable for all losses, damages, costs, and expenses of every nature and kind associated with the failure to maintain the required insurance.

7. Indemnification To the fullest extent permitted by law Engineer shall indemnify and hold harmless the Association, its officers, directors, agents, and employees (the "Indemnified Parties") from liability, damages, losses, expenses and costs including but not limited to reasonable attorneys' fees, at both the trial and appellate level, arising out of or resulting from performance of the services, but only to the extent caused by the intentionally wrongful acts, negligent acts or omissions or defaults of Engineer, its agents, employees, subcontractors or consultants or anyone directly or indirectly employed by Engineer or anyone for whose acts Engineer may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by an Indemnified Party. Engineer shall not be relieved of its liability and indemnification obligations hereunder where a loss may be in part caused by the Indemnified Parties. However, Engineer's obligations under this Paragraph shall only be to the extent the loss is caused by the internationally wrongful acts, negligent acts or omissions or defaults of the Engineer, its agents, employees, subcontractors or consultants or anyone directly or indirectly employed by Engineer or anyone for whose acts Engineer may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section. The provisions of this Section shall survive termination of this Agreement and any PO.

8. Compliance with Laws 8.1 Consultant shall comply and perform all services in accordance with with all applicable federal, state, and local laws, ordinances, codes and regulations of any governing authorities having jurisdiction over the Property.

9. Disputes In connection with any litigation including appellate proceedings arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs. This Agreement shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from this Agreement shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida.

10. Ownership of Documents 10.1 All reports, drawings, specifications, originals, disks, duplicates, CAD files, negatives, plans, drawings, documents, assessments, and other documents prepared or furnished by Consultant under this Agreement, including drafts and reproduction copies, shall be the property of Client and are referred to herein as the "Instruments of Service". Upon the execution

of this Agreement, Engineer shall assign to the Association without reservation all copyrights to all Instruments of Service, and Association shall have the unlimited right to publish and use all or any part of the same without payment of any additional royalty, charge, or other compensation to Engineer. Upon the termination of this Agreement and/or any PO, or upon request of the Association during performance of any services, Engineer shall promptly deliver all such materials and Instruments of Service to the Association. . 10.2 Consultant may retain copies of the Instruments of Services for its records but shall not publish, transfer or use the Instruments of Services for other projects without Client's advance written consent.

11. Timely Services 11.1 Consultant shall perform its services in a timely manner in accordance with the agreed-upon schedule in each PO. 11.2 Delays caused by unforeseen circumstances beyond Consultant's control or Client's actions shall be documented in writing by the Parties and may require schedule adjustments.

12. Standard of Care and Representations 12.1 Consultant shall perform services under this Agreement and all POs with the degree of professional skill and diligence ordinarily exercised by engineers providing the same or similar services in the same or similar geographic region. 12.2 Engineer represents that Engineer is properly qualified and licensed with the State of Florida to perform all engineering services in each PO and contemplated by this Agreement. Engineer's services under this Agreement and the POs include those services performed by Engineer, its employees, independent contractors and agents, and the services of any and all consultants and subcontractors hired by Engineer. All professional services shall be performed by appropriate Florida licensed professionals. Engineer's services shall be provided in conjunction with other professionals who may be engaged by the Association, and Engineer shall coordinate with such professionals as needed to perform its services.

13. Miscellaneous This Agreement may not be assigned by either Party without the prior written consent of the other Party. No modification or waiver of any term of this Agreement or PO shall be valid unless in writing and signed by both Parties. This Agreement constitutes the entire understanding between the Parties and supersedes all prior agreements, whether written or oral. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either Party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement may be executed in any number of counterparts with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument. It is agreed that a facsimile copy of the executed Agreement or an electronic pdf copy of the Agreement shall be enforceable as an original.

**THE ASSOCIATION AND ENGINEER HAVE AGREED THAT THE REQUIREMENTS SET FORTH IN CHAPTER 558, FLORIDA STATUTES DO NOT APPLY TO THIS AGREEMENT EXCEPT THAT PURSUANT TO**

FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

14. Written Notice Written notice shall be deemed to have been duly served if delivered in person to Engineer or the Association or shall be deemed to have been duly given on the date said notice was mailed by United States Certified Mail, Return Receipt Requested, postage prepaid, and addressed as follows (or to such other address as any party may specify by notice to all other parties as aforesaid):

For Association:  
Brickell Place Phase II Association, Inc.  
1925 Brickell Avenue  
Suite #D-201  
Miami, FL 33129

For Engineer:  
RGD Consulting Engineers, Inc.  
2151 S. Alt. A1A  
Suite 2000  
Jupiter, Florida 33477

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

BRICKELL PLACE PHASE II ASSOCIATION, INC.

RGD CONSULTING ENGINEERS, INC.

By:   
Name: Eleonora Gabaldon  
Title: President

By: \_\_\_\_\_  
Name: Michael J. Bishop, P.E.  
Title: Vice President of Engineering

Date: 02/27/25