

RGD

CONSULTING ENGINEERS

March 21, 2025

Brickell Place II Condominium

Mr. Julio Collier
1925 Brickell Ave D201
Miami, Florida
julio.collier@kimley-horn.com

This Project Order is subject to and governed only by the terms and conditions of the Master Services Agreement dated February 26th, 2025 ("Agreement") between the Engineer and Association. The Engineer shall perform the Services described above and complete the Services within the mutually agreed upon Schedule/Time for Completion. Time is of the essence. By signing below, the Engineer and Association agree to the terms and conditions of this Project Order and the Agreement.

Re: IPO #2– Multistack Chiller System Evaluation

Dear Mr. Collier:

RGD is pleased to submit this proposal to provide mechanical engineering consulting services at the following lump sum of \$8,345.00 (Eight Thousand, Three Hundred, Forty Five Dollars):

SCOPE OF SERVICES

This project involves the following scope on evaluating the replacement of the existing Multistack chiller system serving the "C" building common area for Brickell Place II Condominium:

- Review Existing drawings and as-builts to verify existing mechanical infrastructure and capacity.
- Site visit to verify existing conditions of existing mechanical equipment and multistack system
- Review electrical infrastructure needs to support new and/or replacement of equipment. .
- RGD will provide a detailed report with pictures of findings. Report will include recommendations of replacement and/or installation of new mechanical equipment. Report would also include and necessary electrical work related to the mechanical systems.
- Work with local mechanical equipment vendors to specify equipment to be replaced.
- Discuss with Board of directors and management company on best strategy for replacement of mechanical equipment
- Participation in virtual calls and/or In person calls with board of directors, contractors, and vendors.

SERVICES PROVIDED BY CLIENT

The Client shall assist the Engineer by furnishing at no cost to the Engineer, all available pertinent information including previous reports, as built drawings, legal descriptions of the property, floor plans and elevations, building sections, recent survey and any other data relative to performance of the above services which may be relied upon to verify existing conditions and/or new design. It is stipulated that the available drawings provided shall be substantially like the existing conditions. In the event that the existing conditions are not in concurrence with the documentation, the Engineer's fee may be adjusted accordingly as agreed upon by both parties.

COMPENSATION

Invoices for services rendered shall be presented monthly based on hours and applicable reimbursable expenses incurred.

Payment is due and payable at the date of invoice. Payments which are not received within thirty (30) days from the date of the invoice will be considered delinquent and will be considered sufficient cause for the Engineer to discontinue performing and providing services until payment in full is received. If the Engineer is required to take action to collect past due invoices, the

Client shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due.

To expediate invoices and reduce paper waste, RGD submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and RGD project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

REIMBURSABLE EXPENSES

The Engineer shall be reimbursed for any applicable out of pocket expenses including mileage, printing reproduction, courier fees and shipping costs.

EXCLUSIONS, QUALIFICATIONS, and KEY ASSUMPTIONS:

- Design drawings, Shop drawings and submittals to be provided by the contractor/Vendor.
- Material take offs and cost estimating is not included in our proposal.
- Fire sprinkler/fire protection engineering will consist of all criteria required by Florida Administrative Code 61G15-32, "Fire Protection Engineering Drawings."
- MEP design work is excluded. All Design work will be provided as an additional service.
- Commissioning services are excluded.
- Structural engineering is excluded.

LIABILITY

This contract shall be governed by the laws of the State of Florida, and the venue for any actions arising out of the agreement would be Palm Beach County, Florida.

PURSUANT TO SECTION 558.0035 F.S., AN INDIVIDUAL EMPLOYEE OR AGENT OF RGD CONSULTING ENGINEERS MAY NOT BE HELD LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES PROVIDED.

TERMINATION

Either party may terminate this agreement by giving fourteen (14) days advanced written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

ACCEPTANCE

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal returned to the Engineer will serve as an agreement between the two parties and as a notice to proceed. Should this proposal not be accepted within thirty (30) days from the date of this proposal, it shall become null and void.



Eleonora Gabaldon
Authorized Agent
Client

Date 03/25/2025



Mike Bishop, PE
Vice President of Engineering | RGD Consulting Engineers

Date: March 21, 2025