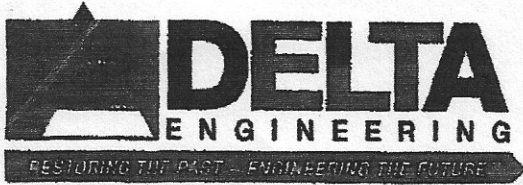


with hold on #3



DELTA ENGINEERING & INSPECTION, INC.
Headquarters
6497 Parkland Drive, Suite C
Sarasota, FL 34243
(941) 727-2600 Fax (941) 758-5012
www.delta-engineers.com

PROFESSIONAL SERVICE AGREEMENT (PSA)

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT... PLEASE READ CAREFULLY. Date: April 13, 2015

CLIENT: Vintage Grand Condominium Association, Inc.
ADDRESS: 4012 Crockers Lake Boulevard
Sarasota, FL 34238
TEL: 941-923-7380
EMAIL: Maureen@argusmgt.com

PROJECT: R1503-302
PROPERTY: Vintage Grand
ADDRESS: 4012 Crockers Lake Boulevard
Sarasota, FL 34238
CONTACT: Ms. Maureen Schoening

I/We (Client) hereby request that professional services be rendered, by Delta Engineering & Inspection (Consultant) at the above captioned address, for my/our sole use and benefit. I/We warrant that I/We will read the following agreement carefully. I/We understand that I/We are bound by all the terms of this contract. I/We further warrant that I/We will read all documentation when received and will promptly call the Consultant with any questions or concerns.

RECEIVED
MAY 27 2015
BY: [Signature]

SCOPE OF SERVICE

The scope of work includes the following services:

PHASE I: PRELIMINARY CONDITION ASSESSMENT: Building 1913

The scope of service includes:

- 1. Documentation Review: A review of available construction documents and prior exploratory reports provided by the Client will be conducted.
2. Visual Assessment: Visual observations of the buildings' exterior will be conducted with the intent to assess the condition of the existing coatings, sealants, cedar board siding, stucco surfaces to identify areas of distressed stucco, and existing windows with the intent to determine the existing condition.
3. Moisture Meters: The use of moisture meters will be used to identify areas of high moisture content.
4. Thermographic Scan: An infrared scan of the building exterior surfaces will be conducted to document thermal temperature gradients typically associated with moisture/water intrusion.
5. Limited Destructive Investigation: Destructive investigation of the stucco will be conducted at selected areas.
6. Window Removal and Re-Installation: (1) sample windows will be removed and re-installed by others to document the installation techniques and verify construction.
7. Engineer's Report: A report certified by a registered Professional Engineer (PE) will be issued to the Client that shall include documents reviewed, descriptions, background, site observations, investigative tasks, photographs, preliminary analysis of the stucco, probability of hidden wood-frame damage, existing windows, and recommendations for the next course of action.

Upon completion of the field survey, the report will be submitted to the Client within 45 business days. Upon completion of Phase I, the Consultant will not proceed to Phase II without written authorization from the Client.

CLIENT: Vintage Grand Condominium Association, Inc.

PROJECT: R1503-302

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Notes:

1. Due to the limitations of our assessment, our opinions as to the extent of damage are only projections.
2. At the time of demolition, repair or replacement, your contractor or engineer may find hidden unforeseen damages or conditions.
3. A copy of building plans and any prior exploratory reports shall be furnished to Delta Engineering & Inspection, Inc. prior to conducting site visits.
4. If Delta Engineering & Inspections, Inc. recommends consulting other specialized experts or additional testing; Client must do so at Client's expense. The Client will be responsible for independently contracting for these services unless otherwise noted.

PHASE IIA: PROJECT MANUAL / SPECIFICATIONS – EXTERIOR PAINTING & RELATED WORK

Based on the information obtained from Phase I, the Consultant will prepare exterior painting, caulking, stucco repair, and replacement of cedar board siding with Hardie Board details and specifications in the form of a Project Manual. The Project Manual will be outlined in CSI format and include the overall project requirements: i.e. bidding requirements, bid forms, conditions of the project, general project requirements including summary of work, product specifications, and general repair details. This document will be sufficiently detailed to obtain competitive bids from Contractors for comparative analysis.

*Truss repair details are not included in scope of work

The Project Manual will be submitted to the Client within 45 business days. It is recommended the Client's Attorney review this document and any other legal documentation prior to execution. Upon completion of Phase I/II, the Consultant will not proceed to Phase III without written authorization from the Client.

PHASE IIB: PROJECT MANUAL / SPECIFICATIONS – WINDOW REPLACEMENT & RELATED WORK

Based on the information obtained from Phase I, the Consultant will prepare window replacement details and specifications in the form of a Project Manual. The Project Manual will be outlined in CSI format and include the overall project requirements: i.e. bidding requirements, bid forms, conditions of the project, general project requirements including summary of work, product specifications, and general repair details. This document will be sufficiently detailed to obtain competitive bids from Contractors for comparative analysis.

The Project Manual will be submitted to the Client within 45 business days. It is recommended the Client's Attorney review this document and any other legal documentation prior to execution. Upon completion of Phase I/II, the Consultant will not proceed to Phase III without written authorization from the Client.

PHASE III: BIDDING AND PROCUREMENT OF CONTRACTOR SERVICES:

The next phase of service is provided during the contractor selection and bidding process. The Consultant will assist the Owner in the procurement of contractor bids for the above scope of work. Our services will include the following:

- Qualify up to three (3) contractors' for eligibility and qualifications.
- Conduct one (1) on-site pre-bid conference with contractors.
- Issue clarifications and addendums as required.
- Review of contractors' bids and quality discrepancies.
- Issue tabulation of bids with summary letter.

Upon completion of Phase III, the Consultant will not proceed to Phase IV without written authorization from the Client.

PHASE IV: LIMITED CONTRACT ADMINISTRATION SERVICES:

(changed through Jan. 2017 Contract Addendum (attached))

- Conduct field site assessments observing:
 - construction progress and sequence of operations
 - construction techniques
 - compliance with plans and specifications
- Issue weekly "Field Observation Reports" that includes:
 - instructions / comments
 - digital photographs of site observations
- Assist in the coordination of contractors

CLIENT: **Vintage Grand Condominium Association, Inc.**PROJECT: **R1503-302****THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. . . PLEASE READ CAREFULLY.**

- Review / research product submittals, samples, mock-ups, testing reports, data sheets and warranties.
- Review contractor project schedules.
- Review applications for payments for progress and completion – this will not be a clerk of the works accounting or auditing of the payment request these duties are considered beyond the scope.
- Conduct / facilitate project meetings with contractors and consultants (i.e. preconstruction, progress meetings, etc.) (if requested)
- Issue Job Progress Summary on a monthly basis with pay application review.
- Issue a Certification of Substantial Completion upon substantial completion of the project.
- Conduct punch outs assessments, develop punch lists and re-assess completed work
- Review submitted warranties and close out documentation
- Issue a Final Completion Certification upon project completion
- Additional copies of Project Manual.
- Provide additional structural engineering and design services as required.
- Modify / revise construction documents and drawings as required.
- Review / research product substitutions
- Review change orders for changes in scope. (CO)
- Review requests for information. (RFI)
- Review weather delay requests.
- Issue supplemental information as required.
- Issue meeting agendas and minutes if requested.
- Provide a bound Project Closeout Package with ALL project contracts, submittals, CO's, RFI's, ESI's, RFPs, and warranties.

OUTSIDE SCOPE OF SERVICES

Areas not covered in the Scope of Services include, but are not limited to, any area that is not exposed to view, is concealed, or is inaccessible because of soil, walls, floors, carpets, ceilings, furnishings, or any other item that is not included in our observation. These services do not include geotechnical analysis; load testing, any destructive testing or dismantling or materials testing. Client agrees to assume the risk for all conditions, which are concealed from view at the time of the site visit. This work, which is performed to the best of the consultants abilities based on with visual observation, is not a warranty, guarantee or insurance policy and may not reveal all damage or deficiencies due to these limitations. This assessment is "limited" and may not identify all existing deficiencies.

Whether or not they are concealed, the following are outside the scope of service. Specific components noted as being excluded on the individual systems inspection forms, Prediction of life expectancy of any item, Zoning ordinance violations, Geological stability or soils condition; Engineering analysis; Termites, pests or other wood destroying organisms; Asbestos, radon, formaldehyde, lead, water or air quality, electromagnetic radiation or any environmental hazards and underground piping.

LIMITATIONS ON LIABILITY

Pursuant to Section 558.0035, F.S., an individual employee or agent of consultant may not be held individually liable for negligence arising out of or related to this agreement and the services provided. The consultant may be liable up to the full value of its property for any negligent act, wrongful act or mis-conduct committed by any of its officers, agents, or employees while they are engaged on its behalf in the rendering of these professional services.

Any claims for construction defects are subject to the notice and cure provisions of Chapter 558, Florida Statutes.

ARBITRATION: Any dispute concerning the interpretation of the agreement or arising from these services, except one for assessment fee payment shall be resolved informally between the parties or by arbitration conducted in accordance with the rules of the recognized Arbitration Association except that the parties shall select an arbitrator who is familiar with the building inspection industry. The Arbitrator shall conduct summary judgment motions and enforce full discovery rights as a court would as provided in civil proceedings by legal code.

DELTA ENGINEERING & INSPECTION, INC.

Contract continued

CLIENT: Vintage Grand Condominium Association, Inc.

PROJECT: R1503-302

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INDEMNITY: Client agrees to indemnify, defend and hold harmless Consultant and its employees and agents from and against all claims, causes of action, liabilities, judgments, damages, losses, costs and expenses including reasonable attorney's fees including appellate proceedings incurred or suffered by Consultant and arising from or in any way connected with the Project, and the result of any acts, omissions, neglect or fault of client or any of client's agents. Consultant agrees to indemnify, defend and hold harmless Client and its employees and agents from and against all claims, causes of action, liabilities, judgments, damages, losses, costs and expenses including reasonable attorney's fees including appellate proceedings incurred or suffered by Client and arising from or in any way connected with the Project, and the result of any acts, omissions, neglect or fault of consultant or any of consultant's agents.

LIEN LAW: According to Florida's construction lien law (Sections 713.001-713.37, Florida Statutes), any person who performs services, such as an engineer, in connection with improving the real property or for his or her services in supervising any portion of the work of improving the real property, rendered in accordance with his or her contract and with the direct contract, regardless of whether such real property is actually improved, and are not paid in full have a right to enforce their claim for payment against your property for any money that is owing to him or her for his or her services used. This claim is known as a construction lien. This means if a lien is filed your property could be sold against your will to pay for labor, materials, or other services that you may have failed to pay. Florida's construction lien law is complex and it is recommended that whenever a specific problem arises, you consult an attorney.

USE BY OTHERS: Drawings, specifications and other documents, prepared by Delta and Delta's Consultants are Instruments of Service for use solely with respect to this project. This includes documents in electronic form. Delta and Delta's Consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the owner for future additions or alterations to this Project or for other projects, without prior written agreement of Delta. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to Delta and Delta's Consultants; however, Client is granted an exclusive, non-royalty bearing license to use the work for its intended purposes, at its intended locations. Said work may not be used at any other location or for any other use without prior written authorization. Delta shall retain ownership and property interest therein (including the right to reuse at the discretion of Delta) whether or not the Project is completed. The Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Delta from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

ATTORNEYS FEES: The prevailing party in any dispute arises out of this agreement, and services shall be awarded all attorney's fees, arbitration and other costs.

SEVERABILITY: Client and consultant agree that should a Court of Competent Jurisdiction determine and declare that any portion of the contract is void, voidable or unenforceable, the remaining provisions and portions shall remain in full force and effect.

DISPUTES: Client understands and agrees that any claim for failure to accurately report the visually discernible conditions at the Subject Property, as limited herein, shall be made in writing and reported to the inspector within ten business days of discovery. Client further agrees that, with the exception of emergency conditions, Client or Client's agents, employees or independent contractors, will make no alterations, modifications or repairs to the claimed discrepancy prior to a re-assessment by the consultant. Client understands and agrees that any failure to notify the consultant as stated above shall constitute a waiver of any and all claims for said failure to accurately report the condition in question.

PROMOTIONAL MATERIALS: Client acknowledges Consultant may produce certain photographs, graphics, drawings, and/or models and like materials as a result of providing the services set forth above. Client does hereby authorize and consent to the use of said materials in connection with Consultant's promotional programs including, but not limited to, its website and brochures. This provision will survive the termination and/or expiration of this Agreement.

CLIENT RESPONSIBILITIES:

1. The Client shall furnish Delta Engineering & Inspection Inc., prior to the scheduled site visit:
 - a. a copy of building plans
 - b. any prior exploratory or engineering reports
2. If required, the Client shall notify and coordinate with the contractor directly.
3. The Client shall provide Delta with the necessary contact information to obtain site access.

DELTA ENGINEERING & INSPECTION, INC.

Contract continued

CLIENT: Vintage Grand Condominium Association, Inc.

PROJECT: R1503-302

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4. If Delta Engineering & Inspection, Inc. recommends consulting other specialized experts or additional testing, client must do so at client's expense.
5. The Client understands the Engineer will not be responsible for the Contractor means, methods, and quality of work, installation, damages and schedule.
6. The Client understands that engineering oversight or construction administration services conducted by the Consultant is not a substitute for required permitting, plans review and/or inspections required by the local building department.

FEES:

PHASE I: PRELIMINARY CONDITION ASSESSMENT

Lump Sum: _____ \$6,500
All services provided beyond proposed scope will be billed hourly in accordance with the standard fee schedule.

PHASE II: PROJECT MANUAL / SPECIFICATIONS

Fee Based on Standard Fee Schedule: _____ Est. \$12,000 - \$15,000
All services provided beyond proposed scope will be billed hourly in accordance with the standard fee schedule.

PHASE III: BIDDING AND PROCUREMENT OF CONTRACTOR SERVICES

Fees based on Standard Fee Schedule: _____ Est. \$2,000 - \$3,000
*Estimated fees do not include drafting of construction contracts.
The work for the bidding phase will depend on the number of bidders, number of meetings with the Association and/or bidders, the scope of the repairs, and the expediency by the Association in selecting a contractor.

PHASE IV: LIMITED CONSTRUCTION ADMINISTRATION SERVICES

Fees based Standard Fee Schedule _____ Est. \$10,000 / month*
*Estimated fees based on (2) buildings under construction at a time.
Estimated fees may vary due to the number of site inspections, re-inspections, unforeseen conditions, level of damage, contractors schedule, material substitutions, and change orders.

ADDITIONAL INVESTIGATIVE TASKS:

Initial Next to Requested Services:

_____ Water-Testing of Glazed Assemblies: _____ \$3,000 / Assembly
Perform modified ASTM E1105 / AAMA 511 "Voluntary Guideline for Forensic Water Penetration Testing of Fenestration Products" of the assembly which are accessible at the time of site visit to determine possible sources of water intrusion and determine the adequacy of the window installations.

See Addendum

CLIENT: Vintage Grand Condominium Association, Inc.

PROJECT: R1503-302

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2015 STANDARD FEE SCHEDULE

Principal Engineer:	\$205.00 /hr	Faxes:	\$1.00 /fax	Mileage:	\$0.56 per mile
Sr. Engineer/Threshold Insp.:	\$165.00 /hr	Copies:	\$0.20 /sheet	Postage - 1 x cost	
Project Engineer:	\$145.00 /hr	11x17:	\$1.00 /copy		
Engineer II:	\$125.00 /hr	Full Size:	\$2.00 /copy		
Engineer I:	\$110.00 /hr	Proj. Manual:	\$95.00 /copy*		
Sr. Project Manager:	\$145.00 /hr	DT Report:	\$95.00 /copy*		
Project Manager:	\$120.00 /hr	Report:	\$35.00 /copy*		
Sr. Inspector:	\$110.00 /hr	CD or Email:	\$45.00 /each*		
Inspector II/Eng. Tech:	\$95.00 /hr	*Plus time and materials for report duplication			
Inspector I:	\$75.00 /hr	Large items, price per item & 10%			
Drafter II:	\$75.00 /hr				
Drafter I:	\$65.00 /hr				
Admin:	\$55.00 /hr				
Clerical:	\$50.00 /hr				

*increased
See Addendum*

All overnight travel related expenses will be billed at 1 x cost.
 Subcontractor services will be billed at 1.10 x cost.
 Litigation support (i.e., mediation, arbitration, deposition and trial) will be billed at 1.5 x hourly rate on a minimum 8-hour day basis.

TERMS:

- 1) A signed copy of this contract is required prior to commencement of service.
- 2) Initial deposit will be required in full prior to commencement.
- 3) All "Phase I/II" fees less initial deposit will be invoiced upon submittal.
- 4) All "Phase III" and "Phase IV" services will be invoiced semi-monthly.
- 5) All invoices are payable upon receipt
- 6) All additional services will be invoiced semi-monthly and are payable upon receipt.
- 7) 1.5% interest will be charged monthly on all unpaid balances after thirty (30) days.
- 8) The "Standard Fee Schedule" is subject to change. The consultant will provide 30 day written notification of all hourly rate fee adjustments.
- 9) The client or consultant may terminate this contract at anytime provided written notification is provided. All fees incurred that are associated with the scope of work described, will be the Client's responsibility to the date on which written notification is received by either party.

I HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE CONTRACT AND AGREE TO PAY FEE LISTED.

Signed: Wm. L. Wild Date: 05-27-15
 Authorized Client Representative/Title

Print: Wm. L. Wild Title: President

Signed: [Signature] Date: 5/28/15
 DELTA ENGINEERING & INSPECTION, INC. TITLE

INITIAL DEPOSIT: \$3,250

END OF CONTRACT