PROPOSAL

November 19th, 2026

Verbella Falls Condominium Association
8205 SW 152nd Ave,
Miami, Florida

Contact: Marisabel Montero (LCAM),
Email: marisabel@thefirmgrp.com
Ph: 321-440-1553

Re: Professional Engineering Services: **Shoring Installation &Maintenance services**
Removal of loose concrete
(7) Buildings

1.0 INTRODUCTION

S&D ENGINEERING AND CONSTRUCTION, INC., herein referred to as the Engineer, is pleased to submit this proposal to **THE BOARD OF DIRECTORS OF VERBELLA FALLS CONDOMINIUM,** herein referred to as the Client. S&D Engineering and Construction Inc. understands that the Client is requesting the Engineer to provide a proposal for the **Installation of post shoring & removal of loose concrete** as described in Task I & Task II. This proposal speaks only for services that would be performed by professionals under the employment of S&D Engineering and Construction, Inc.



2.0 SCOPE OF SERVICES

The Engineer has been asked to provide solutions for the following Scope Items:

- Install Shoring on the walkway slabs (See Task I)
- Removal of Loose Concrete from the walkways (Task II)

2.1 Task I – Shoring Installation

The Engineer proposes to provide the following:

- Provide shoring as specified in the shoring drawings
- Install Shoring as shown in the drawings
- Install Caution sign & tapes

2.2 Task II – Remove Loose Concrete

The Engineer/Contractor proposes to provide the following:

- Remove Loose Concrete
- Hall away Debris

3.0 ADDITIONAL SERVICES

In the event that additional scope becomes evident or is deemed necessary for the satisfaction of the project, S&D Engineering and Construction Inc. will execute a written Additional Services Authorization with the Client to provide those services, at hourly rates, unless a negotiated fee is established.

4.0 FEE SCHEDULE

- **Task I-** **"Shoring Installation (Bldg. A)"**

Lump Sum……$6,870.00

"Shoring Installation (Bldg. B)"

Lump Sum……$5,100.00

"Shoring Installation (Bldg. C)"

Lump Sum……$8,900.00

"Shoring Installation (Bldg. D)"

Lump Sum……$8,900.00

"Shoring Installation (Bldg. E)"

Lump Sum……$4,950.00

"Shoring Installation (Bldg. F)"

Lump Sum……$12,000.00

"Shoring Installation (Bldg. G)"

Lump Sum……$19,200.00

Task II- **"Removal of loose Concrete (All Buildings)"**

Lump Sum……$29,500.00

Monthly Charges

- *Client will be charged the below mentioned cost Per Month for the Duration of Installed Post Shores which includes following:*
  - *Includes the monthly rental for the installed shoring*
  - *Site Visit to Inspect all in-place Shoring every month*
  - *Perform Monthly Adjustments to the existing Post Shores*

"Shoring Rental, Maintenance (Bldg. A)"……$890.00
Inspection & Report (Bldg. A)……...$1,000.00

"Shoring Rental, Maintenance & Inspection (Bldg. B)"……$580.00
Inspection & Report (Bldg. B)……...$1,000.00

"Shoring Rental, Maintenance & Inspection (Bldg. C)"……$1,030.00
Inspection & Report (Bldg. C)……...$1,000.00

"Shoring Rental, Maintenance & Inspection (Bldg. D)"……$1,036.00
Inspection & Report (Bldg. D)……...$1,000.00

"Shoring Rental, Maintenance & Inspection (Bldg. E)"……$550.00
Inspection & Report (Bldg. E)……...$1,000.00

"Shoring Rental, Maintenance & Inspection (Bldg. F)"……$1,425.00
Inspection & Report (Bldg. F)……...$1,000.00

"Shoring Rental, Maintenance & Inspection (Bldg. G)"……$2,860.00
Inspection & Report (Bldg. G)……...$1,000.00

TERMS AND CONDITIONS
("Agreement")

This Agreement between **VERBELLA FALLS CONDOMINIUM** ("Client"), and **S&D ENGINEERING AND CONSTRUCTION, INC**. ("Engineer"), a Florida Limited Liability Company; 1031 NW 31st Avenue, Pompano Beach, Fl-33069 is effective as of _____. The parties agree as follows:

ARTICLE I - Services. The Engineer agrees to perform for Client the professional services ("Services") on a task order basis as described in the Engineer's proposal dated November 19th, 2026 ("Proposal"), attached, and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules will be proposed on task-by-task basis and are subject to revision. As full consideration for the performance of Services, Client shall pay to the Engineer the compensation provided for in the Proposal.

ARTICLE II - Payment. The Client shall pay undisputed portions of each progress invoice within fifteen (15) days of the date of the invoice. If payment is not maintained on a fifteen (15) day current basis, the Engineer may suspend further performance until payments are current. Client shall notify the Engineer of any disputed amount within five (5) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of one and one-half percent (1½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any undisputed past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

Client delays or indecisions regarding continuation of work, or advancement to further tasks or phases of the work shall not constitute justification for delay of payment for work performed and invoiced by the Engineer. Payment in full for each Task or Phase shall be maintained as a condition for the Engineer to allocate resources and advance to the following Task/Phase.

ARTICLE III - Professional Responsibility. The Engineer is obligated to comply with applicable standards of professional care in the performance of the Services. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

ARTICLE IV - Responsibility for Others. The Engineer shall be responsible to the Client for the Engineer's Services and the services of its subcontractors. The Engineer shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

ARTICLE V - Risk Allocation. The liability of the Engineer, its employees, agents and subcontractors (referred to collectively in this Article as "Engineer"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, including all Work Orders, shall not exceed in the aggregate:

(1) The total sum of $1,000,000 for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including unintentional breach of contract; or,
(2) The total sum of $1,000,000 for claims arising out of negligence, breach of contract, or other causes for which S&D Engineering and Construction, Inc. has any legal liability, other than as limited by (1) above.

ARTICLE VI – Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, negligent act or omission, or other wrongful act of either of them.

ARTICLE VII - Client Responsibility. Client shall: To the best of Clients knowledge and ability (1) provide the Engineer in writing, all information relating to Client's requirements for the project; (2) correctly identify to the Engineer, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify the Engineer of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give the Engineer prompt written notice of any suspected deficiency in the Services; and (5) with reasonable

promptness, provide required approvals and decisions. In the event that the Engineer is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and the Engineer is not a party, Client shall pay the Engineer for any time and expenses required in connection therewith, including reasonable attorney's fees.

ARTICLE VIII - Force Majeure. The Engineer shall not be responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond its control.

ARTICLE IX - No Third-Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and the Engineer. No third party shall have the right to rely on the Engineer's opinions rendered in connection with the Services without the written consent of the Engineer and the third party's agreement to be bound to the same conditions and limitations as Client.

ARTICLE X – Termination of Agreement. This Agreement may be terminated by either party with or without cause with sixty (60) days written prior 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.

ARTICLE XI – Enforcement of Agreement. This contract shall be governed by the laws of the State of Florida, and the appropriate venue for any actions arising out of the agreement would be the Circuit Court in Broward County, Florida. In the event of any litigation arising out of this contract, the prevailing party shall be entitled to recover reasonable attorneys' fees, paralegal fees and costs, incurred prior to suit, as well as in litigation, appeal and any arbitration, bankruptcy or administrative proceedings, including at appellate levels and post-judgment proceedings.

ARTICLE XII - Code Compliance. The Engineer shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as the date of submission to building authorities. Design changes made necessary by newly enacted laws, codes and regulations after this date shall entitle the Engineer to a reasonable adjustment in the schedule and additional compensation rendered and paid on a time and materials basis under the 'Schedule of Charges' in effect when the Services are performed including re-billable charges (travel mileage, reproduction, mailing, etc.). In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over this Project, the Engineer shall notify the Client of the nature and impact of such conflict. The Client agrees to cooperate and work with the Engineer in an effort to resolve this conflict.

ARTICLE XIII – Certificate of Merit. The Client shall make no claim for professional negligence, either directly or by way of a cross complaint against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the State of Florida. This certification shall: a) contain the names and license number of the certifier; b) specify the acts or omissions that the certifier contends are not in conformance with the standard care for an Engineer performing professional services under similar circumstances; and c) state in detail the basis for the certifier's opinion that such acts or omissions do not conform to the standard of care. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceedings. This Certificate of Merit clause will take precedence over any existing state law in force at the time of the claim or demand for arbitration.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this proposal to provide professional engineering services under this Agreement and agree to be bound accordingly. **Acceptance of this proposal may be indicated by the signature of the Client in the space provided below.** This contract will be binding on the parties hereto. Should this proposal not be accepted within a period of thirty (30) days from the above date, it shall become null and void.

VERBELLA FALS CONDOMINIUM (CLIENT)	**S&D ENGINEERING AND CONSTR., INC. (ENGINEER)**
By :	By :
_____	_____
Signature	Signature
_____	FARRUKH SAYEED, S.I., P.E, CGC, MBA, MIS
Typed Name* Company*	President
_____	11/19/2026
Title Date of Signature	Date of Signature