

GRAND PANAMA CONDOMINIUM
PANAMA CITY BEACH, FL

BUILDING ENCLOSURE CONSULTING SERVICES PROPOSAL

BALCONY & RAILING SURVEY

APRIL 9, 2026

PREPARED FOR:

Grand Panama Owners Association
Tanya Russell
11807 Front Beach Rd
Panama City Beach, FL 32407
Tanya.Russell@fsresidential.com

PREPARED BY:

Steve Coxie
Sr. Market Development Consultant
Steve.coxie@lerchbates.com
850-530-9250

PROJECT LOCATION:

11807 Front Beach Rd
Panama City Beach, FL 32407

LB Project No: 0100066165

Cc: Jack Hook, FMPC, CEI, RRO,
REWO, BECxP, CxA+BE
Director of Operations – Florida
863-287-8746
Jack.hook@lerchbates.com

BASIC BUILDING ENCLOSURE CONSULTING SERVICES

Lerch Bates Inc. (Lerch Bates) agrees to provide Grand Panama Owners Association (Client) with the following building envelope consulting services for the building located at 11807 Front Beach Rd, Panama City Beach, FL:

Proposed Scope of Services

The services outlined below are conducted by a team of registered engineers and architects, building scientists, and roofing/waterproofing consultants with specialties in structural and restoration engineering, building envelopes, and general construction. The specialists working on each project have extensive experience in such investigations. Conclusions will be drawn from on-site observations and interviews with users and management/maintenance personnel. Appropriate documents will be reviewed for orientation purposes. Unless indicated otherwise, no destructive testing, calculations, intrusive observations, or laboratory analysis is included in the services outlined herein.

BALCONY AND RAILING SURVEY

1. Lerch Bates proposes to perform a site visit at the Grand Panama Condominium located in Panama City Beach, FL. During the site visit, Lerch Bates will perform visual, non-destructive observations of the railing systems and deck surfaces located at the private balconies, common walkways, stairwells, and other accessible common areas where railings are present.
 - 1.1. It will be necessary for Lerch Bates to gain access to all private balconies. The Client will be responsible for escorting Lerch Bates to each individual unit and notifying owners/ guests of our services prior to arrival.
 - 1.2. If access is not available during the time of our site visit, then we will return at a later date to complete the observations. This would be considered an additional service and would be billed at an hourly rate plus any reimbursable travel expenses.
 - 1.3. Any conditions observed that, in Lerch Bates' professional judgment, present an immediate Life Safety concern will be reported to management prior to leaving the site.
2. Lerch Bates will prepare a Balcony & Railing Survey Report that will summarize our observations and recommendations for the railing systems and deck surfaces observed. The Report will include a spreadsheet of all units observed that will indicate which systems must be repaired prior to issuing a Certificate of Balcony Inspection. Additionally, the Report will include Photo Exhibits depicting typical conditions observed during the time of our site visit.
 - 2.1. Client is responsible for submitting the Certificate of Balcony Inspection and required documentation to the Florida Department of Business and Professional Regulation (DBPR).

FEES AND EXPENSES

1. Fee for Basic Services will be **\$27,900**.
2. The fee schedule for the work is listed below:

<i>Phase</i>	<i>Fee</i>	<i>Initial Below to Accept Service</i>
Balcony & Railing Survey	\$ 27,900	

3. Reimbursable Expenses:

3.1. Reimbursable travel expenses are included in the above fee.

EXCLUSIONS AND CLARIFICATIONS

1. Destructive or invasive testing of the railing systems, deck surfaces, or underlying structural components are excluded.
2. Laboratory testing or chemical analysis of the railing or deck surfaces is excluded.
3. Physical load or stress testing of the railings or balconies is excluded.
4. Written recommendations included in the Report should not be considered construction documents.
5. While we provide recommendations, we do not provide legal opinions.
6. Client is responsible for arranging and providing access to all private balconies. If access is unavailable, return visits will be billed separately.
7. Any observed conditions deemed an immediate Life Safety concern will be reported to management on-site. This does not constitute a full safety certification.
8. All observations are visual and non-destructive, limited to surfaces and components that are readily accessible at the time of the site visit.
9. Assessment of Mechanical, electrical, plumbing, landscaping, civil, code egress, fire-suppression, and accessibility are excluded.

TERMS AND CONDITIONS

- A. Parties to this Agreement: Lerch Bates Inc. (hereinafter "LB" or "Lerch Bates") shall proceed based upon the terms and conditions of this Proposal ("the Terms" or "Agreement"), including the Basic Services, Compensation, Reimbursable Expenses, and Terms and Conditions herein, to provide such services to Client ("Client") for Client's proposed scope of work ("Project"). Client shall notify Lerch Bates immediately in writing with any changes to the scope of services or other requested changes prior to commencement of services covered by this Agreement.
- B. Standard of Care: Lerch Bates shall perform its services as expeditiously as is consistent with professional care and diligence. Services provided by Lerch Bates in connection with the Project shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing at the same time and under similar circumstances.
- C. Documents: All documents furnished by Lerch Bates are Instruments of Service and shall remain the sole property of Lerch Bates. Lerch Bates shall retain all common law, statutory and other reserved rights, including the copyright thereto. LB's Instruments of Service are to be used only for this Project and are not to be modified, distributed, or used for any other project, in whole or in part, except with the written authorization of Lerch Bates. Lerch Bates accepts no liability for any unauthorized use or modification of these documents. Upon execution of this Agreement, Lerch Bates grants a worldwide, perpetual, royalty-free, non-exclusive license to use the Instruments of Service for any and all purposes relating to the construction, maintenance, renovation, or other attendant work of the equipment that is the subject of this Agreement.
- D. Cost Estimates: Opinions of probable cost, if any, shall be based on training and experience. Lerch Bates does not control contractors' costs of labor or materials or other conditions affecting market pricing, and accordingly Lerch Bates does not warrant its estimates, or guarantee that contractors' actual or quoted costs will not vary from LB's opinions of probable costs.
- E. Submittal Review: Lerch Bates review of shop drawings and other submittals shall be for conformance with the general intent of the Lerch Bates documents, and action taken, or comments made by Lerch Bates shall not create or transfer responsibility for the content of such submittals. Responsibility for submittals shall remain with the contractor or the party preparing said submittals.

- F. **Review of Pay Applications:** Review by Lerch Bates of the contractor's applications for payment, if any, shall constitute Lerch Bates' opinion based on its review of the work in progress, but shall neither be a warranty nor a representation that the contractor has appropriately applied payments for any purpose of the contractor's work.
- G. **Construction Observation:**
1. Lerch Bates shall visit the site at intervals appropriate to the state of construction, or as otherwise agreed to in writing by Client and Lerch Bates, in order to observe the progress and quality of the work completed by Project's contractor. Such visits and observations shall not be an exhaustive check or a detailed inspection of any contractor's work but are to allow Lerch Bates to become familiar with the work in progress and to determine, in general, if the applicable Project work is proceeding in accordance with the contract documents. Based on this general observation, Lerch Bates shall keep Client informed about the progress of the work and shall advise Client about observed deficiencies in the work.
 2. If Client desires more extensive project observation or full-time project representation, Client shall request that such services be provided by Lerch Bates as Additional Services in accordance with the terms of this Agreement.
 3. Lerch Bates shall not supervise, direct, or have control over contractors' work and shall not have any responsibility for construction means, methods, techniques, sequences, or procedures selected by any contractor, nor for any contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the applicable contractor in accordance with the contract documents.
- H. **Services Excluded:** Lerch Bates offers a scope of services that is required for a successful project outcome. Such services are not offered on a phased or a-la-carte basis. In the event Client does not authorize all services offered, Client assumes responsibility for interpretation of the Lerch Bates deliverables.
- I. **Force Majeure/Matters Outside Parties' Control:** Client acknowledges that Lerch Bates, by undertaking this engagement, assumes no obligation nor responsibility to Client or its employees, guests, customers, suppliers, or vendors, nor any other person whatsoever, for prevention or mitigation of property damage, personal or bodily injury, loss detention, or delay caused by accidents, strikes, lockouts, civil or governmental unrest, epidemics or pandemics, natural disasters, and any other cause including those resulting from force majeure.
- J. **Consequential Damages:** Notwithstanding any other part of this Agreement and to the fullest extent permitted by law, neither Client nor Lerch Bates, their respective employees, agents, or subconsultants, shall be liable to the other Party for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred, whether caused by negligence, breach of contract, express or implied warranty, or any other theory.
- K. **Use of Equipment:** Except for Lerch Bates' negligence or willful misconduct, Lerch Bates shall have no responsibility for property damage or personal or bodily injury occurring while in, on, or about the equipment which is the subject of this agreement, or for the consequences of such damage or injury.
- L. **Code Opinions:** Client acknowledges that Lerch Bates' recommendations, interpretations, opinions, and conclusions regarding requirements of applicable codes, ordinances, laws, and regulations shall be based on current versions of said authorities in existence at the time of site review and may not reflect versions existing before or after the date of review.
- M. **Maintenance:** Client acknowledges that preventive and ongoing maintenance is required on all mechanical and electrical systems to assure safe, proper, and consistent operation of the equipment, and that said preventive or other maintenance is and shall remain solely as Client's responsibility.
- N. **Client Information:** Client is responsible for providing, at its expense, to Lerch Bates such information as may be necessary to facilitate Lerch Bates' services herein; Lerch Bates shall be entitled to rely on all Client-supplied information being current, complete, and accurate regardless of the original source.

- O. Corporate Protection: Lerch Bates' services in connection with the Project shall not subject individual employees, officers, or directors to any personal liability for risks associated with this Project. Notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim demand or suit shall be directed and/or asserted only against Lerch Bates Inc., a Colorado corporation, and not against any of Lerch Bates' individual employees, officers, or directors.
- P. Limitation of Liability and Indemnity:
1. Client agrees to limit the liability of Lerch Bates and its employees to Client for any and all claims, losses, costs, and damages of any nature whatsoever arising from Lerch Bates work on the Project, including but not limited to additional services not referred to in this Agreement or other contract, so that the total aggregate liability of Lerch Bates and its employees to Client shall not exceed Lerch Bates total fees for work on the Project or \$100,000, whichever is greater. It is intended that this limitation shall apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. The parties agree that this Limitation of Liability bears a reasonable and proportional relationship to Lerch Bates's fees for the Project.
 2. Lerch Bates shall not be liable for Client's employees or agents who accompany Lerch Bates while in or on Client's property. Client agrees to indemnify and hold harmless Lerch Bates, its employees, officers, directors, subsidiaries, and consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which result or arise from, or relate to Client, or an agent or employee acting on behalf of Client, accompanying Lerch Bates' employees or consultants at any time during Lerch Bates' onsite activities.
 3. Client agrees to indemnify and hold harmless Lerch Bates, its employees, and its consultants from and against any and all claims, demands, losses, damages, costs, or expenses, including attorneys' fees, which are asserted by any other party, firm, or individual and which are alleged to result from or be related to this Agreement or the services hereunder, and which exceed the sum of \$100,000, or Lerch Bates fee for the services, whichever is greater.
- Q. Insurance: Lerch Bates shall provide Insurance Certificates to the Client upon request following execution of this Agreement. In the event of insurance cancellation or material alteration, Lerch Bates shall provide thirty (30) days' written notice to Client. Client shall add Lerch Bates Inc. as an Additional Insured on Client's General Liability and Umbrella policies and shall provide Lerch Bates with an insurance certificate that includes such coverage.
- R. Invoice Payment, Interest on Unpaid Amount and Disputed Invoices: Lerch Bates shall submit progress invoices which are due upon receipt and considered past due if not paid within thirty (30) days of invoice date. If payment in full is not received by Lerch Bates within sixty (60) calendar days of invoice date, invoices will bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the unpaid amount per month, which will be calculated from the invoice date. Furthermore, if the Client has not objected to the invoice, as provided for below, and the invoice is more the sixty (60) days outstanding, Lerch Bates may proceed immediately to collection of the invoice without mediation as a condition precedent. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.
1. Lerch Bates shall be compensated to the extent that Lerch Bates' services are requested, directed, and provided regardless of project schedule or Client's billing arrangement with Owner.
 2. If the Client objects to any portion of an invoice, the Client shall so notify Lerch Bates in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
 3. Any dispute over invoiced amounts due which the Client has objected to and cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved in accordance with the following Disputed Invoice Resolution process:
 4. A demand for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation.
 5. The other party shall deliver a written response to the party demanding mediation within seven (7) calendar days of receipt of the demand for mediation indicating that the other party agrees to mediate.

- 6. Should the other party fail to provide a written response to the demand for mediation within the seven (7) day period, the requirement of mediation as a condition precedent under said Terms and Conditions shall be deemed waived, and Lerch Bates may proceed directly with the filing of a civil complaint in a court of competent jurisdiction.
- S. Additional Services: Lerch Bates' services exceeding the scope of the basic services shall be considered additional services and will be provided based upon a mutually agreeable fee and terms.
- T. Collection Costs: Should litigation or arbitration be necessary to collect any portion of amounts due Lerch Bates for work on the Project, Lerch Bates shall also be entitled to all costs of collection, including reasonable attorneys' and expert fees and costs.
- U. Mediation:
 - 1. Client and Lerch Bates agree that all disputes between them arising out of or relating to this Agreement, or the Project shall be submitted to nonbinding mediation as a pre-condition to litigation or arbitration.
 - 2. Client and Lerch Bates further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers, and fabricators.
- V. Termination of Services: Lerch Bates reserves the right, in its sole reasonable discretion, to terminate this Agreement upon thirty (30) days' notice for any reason. Lerch Bates may, at its option, suspend work in the event payments are not received and shall have no liability for any delay caused thereby.
- W. Extent of Agreement: This Agreement, when executed by authorized representatives of both Lerch Bates and Client, constitutes all understandings and agreements between the parties hereto and all prior representations or agreements, oral or written, not expressly incorporated herein, are superseded.
- X. This Agreement shall be governed by the state laws of Colorado and Douglas County and all actions pertaining to or arising out of this Agreement shall be filed in said jurisdiction.
- Y. If applicable, Lerch Bates and Client shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered entities take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- Z. This proposal expires sixty (60) days from the submission date.


FOR: Grand Panama Owners Association

FOR: LERCH BATES INC.

ACCEPTED

ACCEPTED

BY: _____

BY:  _____
Steve Cox

TITLE: _____

TITLE: Sr. Market Development Consultant

DATE: _____

DATE: April 9, 2026

With an accepted contract we request that you complete the following information and return:

Project Name:	.....
Internal Project #:	.....
P.O. No.:	.....
Bill to Person or Project Manager:	.....
Phone	.....
Email	.....
Billing Address:	.....

Project Billing Schedule?	If a project billing schedule exists, please provide
Accounts Payable Contact:	.....
Phone:	.....
Email Address:	.....

Insurance Certificate:	Blanket COI attached on next page (If specific COI is required then please send requirements or Addt'l insured)
Lien Waivers Required:	.....
Expenses Billable:	.....
Other Instructions:	.....

