



October 23, 2019

Resort Collection
495 Richard Jackson Blvd.
Panama City Beach, Florida 32407

Attention: Lee Waller

Regarding: RFP for Building Enclosure Consulting Services

Project: Grand Panama Tower II – Suspended Access Support and Fall Restraint System Inspection and Load Testing

Dear Lee:

Thank you for the opportunity to provide a proposal for your upcoming project. Please accept this as **BE-CI's** proposal and response to your request for Building Enclosure Consulting Services. We have prepared this proposal package based on our recent conversations, review of the information provided, and our understanding what you and your team plans to accomplish with regards to the **Grand Panama Tower II** project located in Panama City Beach, Florida.

Your project will be managed by our **Destin, FL** office and under the direct supervision of **Chase McInnis**, our Branch Manager for this office. **Mr. McInnis** along with his support staff of degreed and experienced building enclosure experts will see that all your Building Enclosure Consulting needs are met, and that **BE-CI** continues to build a lasting relationship. **Josh Tatum, PE**, **BE-CI's** Vice President of Engineering and Principal with the firm, oversees the operations of our Destin office and will be our Corporate team member for your project.

BE-CI is looking forward to becoming your Building Enclosure Service provider for this project and we are prepared to schedule our services after receiving an executed Agreement or Notice to Proceed. To expedite this process, we have provided our standard Master Services Agreement as an attachment to your proposal package, along with other key information about **BE-CI**. Should you prefer to utilize a different agreement form, please email it over so we can start our review.

We truly appreciate this opportunity. Should you have any questions concerning the information contained within this proposal package, please contact me anytime at (850) 650-2311 or jimmy@be-ci.com.

Respectfully Submitted,
BUILDING ENGINEERING-CONSULTANTS, INC.

Jimmy Fell
Vice President of Business Development

Attachments:
BE-CI's Proposed Services & Fees
BE-CI's General Terms and Conditions

Proposed Services & Fees



Client: Resort Collection
Project: Grand Panama Tower II

Date: October 23, 2019
Location: Panama City Beach, FL

Based on our understanding of what you wish to accomplish, we have prepared the following summary of services for your review and consideration. All services will be performed in a professional manner and according to standard principles and practices, for the proposed fees indicated below.

1.0 PROPOSED SERVICES

1.1 Suspended Access Support and Fall Restraint System Inspection and Load Testing

- 1.1.1 BE-CI will review the original design and perform a visual survey of the Suspended Access Support and Fall Restraint System for the building at the Grand Panama Tower II (total of 8 davits and 12 tie backs). The inspection will be performed in accordance with the applicable regulatory agencies' requirements and standards.
- 1.1.2 BE-CI will also load test and certify 100% of all the anchors installed into the concrete slab which are used to secure the permanent components of the system to the concrete slab and capable of resisting loads stipulated by the applicable regulatory agencies' requirements.
 - 1.1.2.1 BE-CI will require contractor assistance to perform the required testing of the specified areas on the roof anchors.
- 1.1.3 Based on the results of our visual survey and testing, BE-CI shall issue a written letter signed and sealed by a Florida Licensed Professional Engineer stating that the system has been tested and certified and is capable of being used for the suspension of platform equipment to access the building façade for typical maintenance and restoration. We will also include a Roof Plan Drawing for each building depicting the areas inspected.

2.0 PROPOSED FEES

- 2.1 **Suspended Access Support and Fall Restraint System Inspection:** BE-CI proposes to provide a visual inspection of the Suspended Access Support and Fall Restraint System on the building outlined in Section 1.1, for a Lump Sum Cost of \$10,500, inclusive of reimbursable expenses.
 - 2.1.1 BE-CI will attain contractor assistance fees for two guys for a full day, which are included in the amount above.
- 2.2 A fully executed copy of this proposal will be required prior to scheduling any service. Prices quoted shall remain firm for ninety (90) days from the date of this proposal.

General Terms & Conditions



Client: Resort Collection
Project: Grand Panama Tower II

Date: October 23, 2019
Location: Panama City Beach, FL

By signature of acceptance or allowing BE-CI to perform any services related to the Project indicated above, the Client agrees that these General Terms and Conditions herein will govern the relationship between the Client and BE-CI for all services performed, including but not limited to, any additional services that were necessitated due to BE-CI's involvement with this Project. These General Terms and Conditions shall survive any termination of an Agreement or completion of BE-CI's services. A separate agreement or agreements between the parties, may be established to provide further terms that define the Client's engagement with BE-CI to provide services in connection with the project or work identified in a Proposal for Services. Agreements shall include these General Terms and Conditions, by reference or attachment.

1. SERVICES

BE-CI is providing a service, not a product. All services not specifically defined, in writing, are not included within BE-CI's scope of services and will be classified as additional services. Client agrees to compensate BE-CI for any additional services, requested or required, at BE-CI's standard rates or other terms as mutually agreed upon. Additional services may include but are not limited to re-reviews, re-inspections, re-tests, scope changes, stand by time, travel delays, services outside normal business hours, or services provided beyond the estimated project duration. Proposal, submitted by BE-CI, shall be valid for ninety (90) days unless otherwise stated.

- 1.1. All documents produced by BE-CI for this Project and the Client will be provided electronically, unless agreed otherwise in writing. Documents will be distributed to a list of recipients provided by the Client and upon request from the Client. Documents too large to email or share electronically will be provided on a thumb drive, CD, or other storage media. Any paper production of documents or storage media required or requested is an additional services and Client agrees to reimburse BE-CI for the actual costs incurred to produce such documents, plus a 15% administrative fee.
- 1.2. Unless indicated in writing otherwise, services do not include travel expenses, such as mileage, car rentals, airfare, or other means of transportation, along with fuel, baggage fees, parking, overnight lodgings, and meals. If travel expenses are included in our fee they are based on 2-weeks advance purchase and standard rates. Client agrees to reimburse BE-CI for any costs incurred, plus a 15% administrative fee, for travel expenses that are not included in the fee or more than standard published rates.
- 1.3. Client or Client's appointed representative shall provide BE-CI with unobstructed, safe and continuous access to areas necessary to perform their services. In the event, access equipment or contractor assistance is necessary for BE-CI to perform their services, BE-CI will notify the Client and provide a cost for BE-CI to coordinate the necessary equipment and/or contractor assistance required to provide our services. Client agrees to reimburse BE-CI for any costs incurred to provide access, contractor assistance or accommodate delays, plus a 15% administrative fee, for labor and expenses that are not included in the proposed fee.
- 1.4. The following services are specifically not included, unless indicated in writing otherwise: Abatement of hazardous materials, repairs due to destructive testing, structural analysis

or code compliance of existing conditions, permit fees, interior design, color recommendations or renderings indoor air quality control, fire sprinkler design, MEP, IT design, project specific or Client required safety training, and attendance at meetings.

2. STANDARD OF CARE

BE-CI's services will be performed and conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar conditions in the location where the services are to be performed.

- 2.1. BE-CI shall only be liable to pay damages to Client arising out of or relating to the Services provided and compensated for, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, BE-CI. Should BE-CI be liable jointly with any third parties, the portion of damages payable by BE-CI shall be limited to the portion of liability which attributes to BE-CI's breach of their Standard of Care on a comparative fault basis. Client acknowledges that BE-CI's services will be rendered without any warranty, expressed or implied and all warranties are expressly waived by Client. Nothing contained in these terms and conditions shall create a contractual relationship with or a cause of action in favor of a third party, including any individual owners, not the Client, guests, contractors, subcontractors, vendors, or suppliers, against either the Client or BE-CI.
- 2.2. BE-CI is only responsible for the safety on site of its own employees and subcontractors. Under no circumstances, shall this be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the activities of BE-CI, nor the presence of BE-CI's employees and subcontractors shall be construed to imply that BE-CI has any responsibility for jobsite safety or any activities on site performed by personnel other than BE-CI's employees or subcontractors.
- 2.3. Notwithstanding any other provision of these terms and conditions or any other agreement between BE-CI and the Client, BE-CI shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, contractor scheduling or procedures, including but not limited to safety precautions and programs in connection with the project or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations.

3. OWNERSHIP & INDEPENDENCE

All reports, field data, notes, calculations, estimates, programs, manuals, drawings, specifications, and other documents prepared by BE-CI, as instruments of service, shall remain the property of BE-CI, including copyrights. Contingent on the Client's full and timely payment of all sums due under this Agreement, BE-CI grants Client a non-exclusive license to use the final and complete versions of the documents produced by BE-CI for the sole purpose of constructing, maintaining, evaluating, improving, or adding to the project identified in the document.

- 3.1. BE-CI's documents that are provided for bidding, permitting and construction allows the Client, contractor, sub-contractor, and suppliers authorization to reproduce applicable portions of BE-CI's documents solely and exclusively for use in performing their services for this Project. These documents shall not be altered or edited when reproduced. BE-CI's documents shall not be used on any other projects or for other purposes than identified in the documents produced by BE-CI. Permitted "for construction" documents will be based on the code requirements applicable at the time the documents are produced. Changes in code requirements after the date the documents are produced may require changes to the documents. Any requested or required changes, after the completion of documents, are subject to an additional fee.
- 3.2. Client agrees that all documents and other work product furnished to the Client and their agents, which are not paid for, will be returned upon request and not used by the Client for any purpose whatsoever.
- 3.3. BE-CI will retain all pertinent records relating to the services performed for a period of not less than three (3) years following the date the document was produced or dated. These documents will be made available to the Client, upon request and within a reasonable timeframe, if Client does not have an outstanding balance for services rendered. Client also agrees to reimburse BE-CI for all costs to retrieve and reproduce the requested documents, plus a reasonable administrative fee. This includes but is not limited to court orders and subpoenas.
- 3.4. BE-CI is and shall always be an independent consultant and not considered or construed as an employee or agent of the Client. Client agrees not to recruit or hire any BE-CI employees or associates that worked on any of the Client's projects.

4. INVOICING & COLLECTIONS

Invoicing shall be submitted monthly corresponding to services performed and expenses incurred by BE-CI prior to the cutoff date of the invoice. All invoices shall be due upon receipt. Invoices, which are unpaid after thirty (30) days from the invoice date, are considered late and therefore subject to an interest charge at the rate of one and one-half percent (1.5%) per month, plus related attorney's fees and collection expenses.

- 4.1. In the event, BE-CI's fee is based on a percentage of the construction costs and the work is suspended, delayed or discontinued for more than ninety (90) calendar days, at no fault of BE-CI, the services performed by BE-CI, may be based on our Standard Hourly Rates, up to and including such date the work is suspended, delayed or discontinued. Fees based on a percentage of the construction costs may not be proportionate

to the percentage of work completed and will be billed based on the percentage of work completed by BE-CI not the project or contractor. Should BE-CI choose to bill according to our standard hourly rates, BE-CI's hourly fee shall not exceed BE-CI's total contracted fee, if the contracted fee was based on BE-CI's Standard Percentage Fee Schedule and the Total Projected Project Costs.

- 4.2. BE-CI's standard hourly rates and employee classifications are subject to change periodically due to obtaining certifications, registrations, promotions, or economic conditions. BE-CI will provide notice to the Client no less than 30-days prior to a change in the standard hourly rates or employee classifications that are in effect for their projects.

5. INSURANCE & GENERAL LIABILITY

BE-CI has and will maintain insurance policies for the duration of the Project and not less than 2-years following the completion of the project. Policies will include coverages for Commercial General Liability, Automobile, Worker's Compensation, and Professional Liability claims. These coverages have policy limits that meet or exceed statutory requirements. Certificates for all such policies will be provided upon request.

- 5.1. Additional insurance, terms, or limits, if requested in writing prior to commencement of services, will be obtained by BE-CI, if procurable and Client agrees to reimburse BE-CI for all costs associated with obtaining additional coverage.
- 5.2. The Client shall require and procure insurance coverage from every contractor responsible for the construction of work that is designed, specified, or reviewed by BE-CI or any other entities that are responsible for any other activities relating to the project. These parties shall hold harmless and indemnify BE-CI, to the fullest extent permitted by law, from and against any and all claims, damages, liabilities, suits, costs, and expenses, including reasonable attorney fees and other costs to defend, that arise in connection with the negligence, breach of contract, or strict liability of any owner, contractor, sub-contractor, vendor, or supplier. Client shall also name and cause such contractors to name BE-CI as an additional insured on their policies.

6. LIMITATION OF LIABILITY

Client agrees that the work produced, and services provided by BE-CI are for the sole and exclusive use of the Client and is not for the benefit of any third parties, unless specifically indicated in writing otherwise. The Client acknowledges and agrees that under no circumstances or events shall the total liability of BE-CI exceed the total fees paid to and received by BE-CI from the Client. This limitation is specific to each project and the fees paid for the project that created the liability. Under no circumstances shall the total liability exceed the coverages or limits BE-CI has in force at the time of the claim. Any objection to these limitations must be conveyed to BE-CI, in writing, prior to Client's acceptance of these General Terms and Conditions or commencement of BE-CI's services.

- 6.1. To the fullest extent permitted by law, the total liability in the aggregate of both Parties and their officers, directors, employees, agents, and independent professional associates, and any of them, to the other Party and anyone claiming by, through or under said Party, for any and all injuries, claims, losses, expenses, or

General Terms & Conditions

damages whatsoever arising out of in any way related to each Party and their actions, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty shall be limited to actual damages and limitations indicated above.

- 6.2. Notwithstanding anything to the contrary contained in other agreement(s) or provided for under any applicable law, neither BE-CI nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation, any delay damages, loss of future revenue, income or profits or any diminution of value, financing costs or cost of lost opportunities, whether or not the possibility of such damages could have been reasonably foreseen or determined.
- 6.3. BE-CI will not be held liable for any claims or damages that occur due to the fact the Client or Contractor did not follow BE-CI's recommendations or adhere to the scope of work prepared by BE-CI. The Client acknowledges that the contractor and/or their sub-contractors performing the work are solely responsible for fully executing the work and any possible damages resulting from their work. The Client further acknowledges and agrees BE-CI cannot be held responsible, accountable or otherwise culpable for the work performed by the Client, owner, contractor, or their sub-contractors.

7. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless BE-CI, and its officers, directors, agents, employees, and associated companies, collectively referred to as "BE-CI Parties," from all claims, actions, damages, liabilities, losses, costs, and expenses, including reasonable attorney fees, arising out of, resulting from, or in any way connected with the performance or nonperformance by BE-CI Parties, services or obligations.

- 7.1. BE-CI Parties shall not be entitled to indemnification for any claims resulting from gross negligence, willful misconduct, or statutory violation by any BE-CI Parties. The BE-CI Parties' rights to indemnification shall include, without limitation, indemnification for any and all losses resulting from any claims made or brought against BE-CI's indemnified parties to the extent caused by any of the following: (1) failure to follow any recommendations by BE-CI Parties, (2) failure to correct any deficiencies noted by BE-CI Parties, (3) any breach by the Client or their responsible party of their obligations, (4) the Client's gross negligence or willful misconduct, (5) exposure to any hazardous materials while performing any services for the Client, and (6) third-party claims.

- 7.2. Upon notice by BE-CI, the Client shall defend the BE-CI Parties with counsel chosen by BE-CI, subject to consent of the Client unless consent is unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to the project(s), regardless of whether Client is obligated to indemnify the BE-CI Parties for the loss, claim, or damage.

8. DELAYS & TERMINATION

Under no circumstances shall BE-CI be responsible for delays in the work which are beyond their reasonable control or caused by the

Client, its agents, consultants, contractors, or sub-contractors. Should any of these delays prevent BE-CI from performing their services, as intended, Client agrees to reimburse for any reasonable costs due to lost production.

- 8.1. Either party may terminate BE-CI's services, for cause, upon giving the other party written notice seven (7) business days prior to date of termination. Notice must include a date of termination along with a detail explanation as to the cause of termination. The cause must be based on a failure to perform their services in accordance with these General Terms and Conditions or a breach of Contract. Such termination shall not be effective if that cause has been remedied before the date of termination. Client may terminate BE-CI's services due to lack of funding or they are unable to complete the project. BE-CI may terminate this Agreement, if the project is suspended for more than ninety (90) days, at no fault of BE-CI or should Client fail to make timely payments for services completed and invoiced.
- 8.2. In all events of termination, BE-CI shall be paid for services performed up to and through the date of termination plus reimbursable expenses. Client agrees to compensate BE-CI for all services performed prior to the termination date and according BE-CI's standard hourly rates, plus reimbursable expenses or another mutually agreed fee.

9. DISPUTES & RESOLUTIONS

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, collectively referred to as "Disputes," shall be governed by Florida law and in the jurisdiction of Okaloosa County, unless agreed upon otherwise in writing. Disputes involving amounts less than \$250,000 shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or any other appropriate rules upon which the parties agree otherwise.

- 9.1. Both parties agree to split costs equally for any mediation or arbitration proceedings, and that the prevailing party shall be entitled to recover reasonable attorneys' fees and expenses, to defend any disputes that requires arbitration or litigation to resolve, excluding mediation.
- 9.2. In the event a dispute is moved into a court of law to resolve, both parties agree to waive their rights to a jury trial.
- 9.3. Notwithstanding any other provision of this section, in no event shall a Dispute or demand or any other proceeding initiated, more than two (2) years from the date the party making the demand knew or should have known of the dispute or five (5) years from the date BE-CI concluded their Services, or other statutory limits, whichever date shall occur earlier.

10. ASSIGNMENT & SERVABILITY

These General Terms and Conditions represents all the terms and conditions enforceable between the Client and BE-CI for all agreements, written or verbal, and supersedes all other negotiations, understandings, and representations, if any, made by and among the parties. Should any of these terms and conditions becomes invalid, illegal, or unenforceable in any respect, the validity, legality and



General Terms & Conditions

enforceability of the remaining terms and conditions shall remain enforceable. Should any agreements or other contract documents have contradictorily terms or conditions, the terms and conditions in this document shall prevail.

- 10.1. These terms and conditions may be amended, modified, or supplemented, but only enforceable if in writing and signed by authorized representatives of both the Client and BE-CI.
- 10.2. The failure of a party to require performance of any provision in these terms and conditions shall in no manner effect its right later to enforce the same. No waiver by a party of any term or condition of this document shall be considered effective unless in writing and signed by authorized agents of the waiving party.
- 10.3. No contracts or agreements between the Client and BE-CI shall create a contractual relationship with or provide any rights or privileges to a third party, unless explicitly indicated otherwise.
- 10.4. Either party may assign the rights to any agreement along with these terms and conditions in the event of a sale or change of ownership; however, no assignments by either party shall be made without the prior written consent and acknowledgment of the other party. To the extent that consent is required, it shall not be unreasonably withheld.

Please initial services selected for inclusion in this agreement:

_____ Fall Restraint System Inspection & Load Testing

**Agreed:
Resort Collection**

BY: _____

TITLE: _____

DATE: _____

INVOICING TO BE DIRECTED TO:

Company Name: _____

Attention: _____

INVOICE DELIVERY METHOD (Select ONE Method):

_____ **Email**
Address: _____

_____ **USPS**
Address: _____

10 Year Recertification Proposal



Date: October 16, 2019
To: Grand Panama Beach Resort
Re: 11807 Front Beach Road - Tower I
PROJECT ADDRESS: 11807 Front Beach Road - Tower I
Panama City Beach, Florida
32407
Attention: Steven Kilcummings

Re-Certification of the Suspended Maintenance Equipment for the project known as: 11807 Front Beach Road - Tower I

Federal OSHA requires that all roof anchors to be used with Rope Descent Systems (RDS) be re-certified every 10 years. Please accept the following bid for the re-certification of the suspended maintenance equipment for the above mentioned project.

Pro-Bel has over 40 years of experience in the design, installation, fabrication and certification of suspended maintenance equipment. Pro-Bel Qualified technicians have been specially trained to inspect and certify suspended maintenance equipment. Our in house staff and team of Qualified field technicians across North America are the most experienced in the industry. This experience allows us to analyze what equipment should be tested and how it should be tested to reduce the risk of unnecessary damage to equipment or structure.

Pro-Bel will perform on site load testing as prescribed by Pro-Bel's Engineer of Record and provide you with an inspection report and test report advising of our findings. This report will include all relevant data collected during the load test. Positive and negative findings will be recorded and presented in the report, along with recommendations for any remedial work that may be required.

Pro-Bel reserves the right to discontinue any load test if the equipment, structure or roofing show signs of distress. As Pro-Bel has reserved the time frame for their technician to complete 100% of the load test, Pro-Bel will invoice for 100% of the work based on the attached bid regardless of whether 100% of the equipment is tested or not.

California Office
29640 Union City Blvd.
Union City, CA USA
94587

Toll Free: 800.461.0575

Head Office
765 Westney Rd. S.
Ajax, ON Canada
L1S 6W1

Tel: 905.427.0616
Fax: 905.427.2545
Toll Free: 800.461.0575

info@pro-belgroup.com
www.pro-belusa.com

SCOPE OF WORK:

- Review of all drawings available for system compliance
- Load testing of available equipment as prescribed by Pro-Bel's Engineer of Record
- Inspection of all equipment available
- Review of findings by Pro-Bel's Engineer of Record
- Recommendations for any remedial work that may be required
- Revised drawings showing equipment location which will include any rigging and restrictive notes
- If they system is compliant, Pro-Bel Engineer of Record will stamp drawing confirming the equipment is certified for use
- Test report stamped by Pro-Bel's Engineer of Record if equipment is certified for use

EXCLUSIONS:

1. System design of equipment not provided or designed by Pro-Bel
2. Removal or reinstallation of any roofing, fire proofing, drywall, or ceiling tiles to inspect hardware or structure
3. Tightening of any hardware that may have loosened off during the regular use of the equipment, misuse of the equipment or during the load test process
4. Certification of any equipment that does not pass the load test as prescribed by Pro-Bel's Engineer of Record
5. Repairs required due to deflection of any structure, equipment or roofing that has yielded during the load test
6. Off hours work – After 5 pm or Weekends unless otherwise stipulated in this agreement
7. Remobilization to complete load testing due to on site conditions including but not limited to : mechanical equipment obstructing equipment, pavers or planters covering equipment, inaccessible balconies or terraces, roofs with no access ladders or rescheduling due to lack of onsite staff

REFERENCES:

1. **Anchorage** means a secure point of attachment for equipment such as lifelines, lanyards, deceleration devices, and rope descent systems.
2. **Rope descent system** means a suspension system that allows an employee to descend in a controlled manner and, as needed, stop at any point during the descent. A rope descent system usually consists of a roof anchorage, support rope, a descent device, carabiner(s) or shackle(s), and a chair (seatboard). A rope descent system also is called controlled descent equipment or apparatus. Rope descent systems do not include industrial rope access systems.
3. **Qualified** describes a person who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to solve or resolve problems relating to the subject matter, the work, or the project
4. **1910.27 Scaffolds and rope descent systems** –
 - (a) **Scaffolds.** Scaffolds used in the general industry must meet the requirements in 29 CFR part 1926, subpart L (Scaffolds).
 - (b) **Rope descent systems (1) Anchorages.** (i) Before any rope descent system is used, the building owner must inform the employer in writing that the building owner has identified, tested, certified and maintained each anchorage so it is capable of supporting at least 5,000 pounds (268 kg), in any direction, for each employee attached. The information must be based on an annual inspection by a qualified person and certification of each anchorage by a qualified person, as necessary, and at least every 10 years.
(ii) The employer must ensure that no employee uses any anchorage before the employer has obtained written information from the building owner that each anchorage meets the requirements of paragraph (b)(1)(i) of this section. The employer must keep the information for the duration of the job.
(iii) The requirements in paragraphs (b)(1)(i) and (ii) of this section must be implemented no later than November 20, 2017.

WAIVER

While load testing of equipment selected by Pro-Bel's Engineer of Record is designed to be non-destructive, unforeseen yielding of the base building structure, to which the equipment is attached may occur if the structure, equipment or roofing is inadequate. Pro-Bel will be held harmless for any yielding of structure, roofing, or inferior materials as well as labor or materials that may required to repair or reinforce structure, roofing, or inferior equipment.

The responsibility of the building structure, in relation to the loads applied by the equipment and load testing, remains with the original Engineer of Record for the project when it was constructed.

Additionally by consenting to this waiver it must be understood that Pro-Bel is not responsible for as built site conditions that may interfere or obstruct load testing operations. Additional fees may be applied, for time spent on site at the time of testing and/or for remobilization due to obstructions or interferences outside of Pro-Bel's control.

I acknowledge that I have read, understand and fully accept the terms and conditions of this waiver and unconditionally and voluntarily accept same.

PRICE: \$4300.00 (must be completed with tower II quoted separately)
Includes annual inspection at \$800 to be billed separately

Access to all roof anchor equipment must be provided by the building during this work.

Taxes are NOT Included in this Bid

PAYMENT TERMS: **Net 15 Days**

Customer Approval For: **Grand Panama Beach Resort**

Date of Acceptance: _____

Print Name: _____

Signature of Acceptance: _____

(Authorized) **I have the authority to bind the Corporation**

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California Office
29640 Union City Blvd.
Union City, CA USA
94587

Toll Free: 800.461.0575

Head Office
765 Westney Rd. S.
Ajax, ON Canada
L1S 6W1

Tel: 905.427.0616
Fax: 905.427.2545
Toll Free: 800.461.0575

info@pro-belgroup.com
www.pro-belusa.com

SCOPE OF WORK:

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- Inspection of all equipment available
- Review of findings by Pro-Bel's Engineer of Record
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6. Off hours work – After 5 pm or Weekends unless otherwise stipulated in this agreement
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REFERENCES:

1. **Anchorage** means a secure point of attachment for equipment such as lifelines, lanyards, deceleration devices, and rope descent systems.
2. **Rope descent system** means a suspension system that allows an employee to descend in a controlled manner and, as needed, stop at any point during the descent. A rope descent system usually consists of a roof anchorage, support rope, a descent device, carabiner(s) or shackle(s), and a chair (seatboard). A rope descent system also is called controlled descent equipment or apparatus. Rope descent systems do not include industrial rope access systems.
3. **Qualified** describes a person who, by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training, and experience has successfully demonstrated the ability to solve or resolve problems relating to the subject matter, the work, or the project
4. **1910.27 Scaffolds and rope descent systems** –
 - (a) **Scaffolds.** Scaffolds used in the general industry must meet the requirements in 29 CFR part 1926, subpart L (Scaffolds).
 - (b) **Rope descent systems (1) Anchorage.** (i) Before any rope descent system is used, the building owner must inform the employer in writing that the building owner has identified, tested, certified and maintained each anchorage so it is capable of supporting at least 5,000 pounds (268 kg), in any direction, for each employee attached. The information must be based on an annual inspection by a qualified person and certification of each anchorage by a qualified person, as necessary, and at least every 10 years.
(ii) The employer must ensure that no employee uses any anchorage before the employer has obtained written information from the building owner that each anchorage meets the requirements of paragraph (b)(1)(i) of this section. The employer must keep the information for the duration of the job.
(iii) The requirements in paragraphs (b)(1)(i) and (ii) of this section must be implemented no later than November 20, 2017.

WAIVER

While load testing of equipment selected by Pro-Bel's Engineer of Record is designed to be non-destructive, unforeseen yielding of the base building structure, to which the equipment is attached may occur if the structure, equipment or roofing is inadequate. Pro-Bel will be held harmless for any yielding of structure, roofing, or inferior materials as well as labor or materials that may required to repair or reinforce structure, roofing, or inferior equipment.

The responsibility of the building structure, in relation to the loads applied by the equipment and load testing, remains with the original Engineer of Record for the project when it was constructed.

Additionally by consenting to this waiver it must be understood that Pro-Bel is not responsible for as built site conditions that may interfere or obstruct load testing operations. Additional fees may be applied, for time spent on site at the time of testing and/or for remobilization due to obstructions or interferences outside of Pro-Bel's control.

I acknowledge that I have read, understand and fully accept the terms and conditions of this waiver and unconditionally and voluntarily accept same.

PRICE: \$4300.00 (must be completed with tower I quoted separately)
Includes annual inspection at \$800 to be billed separately

Access to all roof anchor equipment must be provided by the building during this work.

Taxes are NOT Included in this Bid

PAYMENT TERMS: **Net 15 Days**

Customer Approval For: **Grand Panama Beach Resort**

Date of Acceptance: _____

Print Name: _____

Signature of Acceptance: _____

(Authorized) **I have the authority to bind the Corporation**