



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made this 22nd day of May, 2024 by and between **Jonathan's Landing Property Owners Association, Inc.** ("Owner"), whole address is 3755 Barrow Island Road, Jupiter, Florida 33477 and UESI, 3306 Enterprise Rd, Ft. Pierce, Fl. 34982

**Work Description: Quarterly(2-Feb & Aug) Semi-Annual, (1-June) Annual Inspections (1-Nov)**  
**Dollar Amount: \$6505.00, \$9050.00, \$17,726.00**

WITNESSETH:

WHEREAS, Contractor is in the business of providing certain professional services in the County of Palm Beach, Florida.

WHEREAS, Owner desires to retain Contractor and Contractor desires to be retained, pursuant to the terms and conditions of this Agreement, to furnish all materials and perform the services necessary for completion of certain work at Owner's planned community located in Palm Beach County known as Jonathan's Landing.

NOW, THEREFORE, in consideration of the premises and mutual agreements contained herein, the parties hereto agree as follows:

- 1) **Recitals:** The recitals set forth above are hereby incorporated into reference.
- 2) **Contract Work:** Contractor agrees to furnish professional licensed personnel and all other things necessary to perform the professional services ("Contractor Work") described in the attached proposal dated January 24th, 2024, related to the project, (herein collectively "Details"). The Contract Work shall be performed strictly in accordance with the Details.
- 3) **Performance Standard:** The Contract Work must be performed and completed in accordance with all the requirements of law and no Contract Work shall be undertaken until Contractor has been duly authorized by the Owner. Unless otherwise specified in the Details, the Contract Work must be performed in accordance with workmanship of the highest quality. Contractor in performing this Agreement acts as an independent Contractor and will provide all labor, tools, equipment and supplies for the performance of the Contract Work.
- 4) **Payment:** Subject to terms, conditions and requirements set forth in this Agreement, Owner agrees to pay Contractor for Contractor's complete performance of the Contract Work, the amounts stated in the proposal in accordance with the terms thereof ("Contractor Fee").
  - (A) The contractor shall submit in writing, draw or payment requests to the Owner when and in the amounts permitted by the Details, and if the draw of payment request and the Contract Work covered by the draw or payment request is in full compliance with the Details, the Owner shall pay the Contractor the amount specified in the draw or payment request within thirty (30) days of receipt of the draw or payment request.



In the event that the Owner disputes any draw or payment request, the Owner shall, within fifteen (15) days of receipt of such disputed draw or payment request, provide Contractor with a written explanation of the nature and amount of dispute, including any requested hold, retainage or reduction of the amount specified in the details.

(5) **Time Periods:**

(A) The Contractor agrees to begin and complete Contract Work at the times to be specified in the proposal agreed upon by both parties. The proposal/fee schedule dated **January 24th, 2024** \_\_\_\_\_, will be provided prior to commencement of the work as time is of the essence of this Agreement. Contractor shall accordingly pursue all Contract Work diligently, using such means and methods as will assure that the Contract Work is performed in accordance with the contract. Nothing in this proposal, however, grants to the Contractor the privileges to use means or methods that do not accord with sound and accepted practices or terms of the Agreement.

(B) Contractor will reimburse Owner for any damages incurred by the Contractor's failure to perform the Contract Work within the time fixed or in the manner specified. Upon written request by Owner, Contractor will furnish such evidence as Owner shall require concerning Contractor's ability to perform this Agreement in the manner and time specified.

(6) **Indemnity:** The fullest extent permitted by applicable law, Contractor agrees to indemnify, defend and hold harmless Owner and Jonathan's Landing Property Owners Association, and their respective members, successors, assigns, heirs, legal representatives, officers, directors, shareholders, employees, insurers and agents (herein collectively called "Indemnitees") from and against all claims, demands, actions, liens, compensatory damages, punitive damages, liability, costs, expenses and reasonable attorney's fees and defense costs to the extent caused by the Contractor's negligent performance of professional services under this Agreement and that of its sub-contractors or anyone for whom the Contractor is legally liable.

(7) **Insurance:**

(A) Contractor shall, at its own cost and expense, maintain insurance coverage as described below:

(i) Commercial General Liability Insurance and Comprehensive Automobile Liability Insurance for liability from damages because of injuries, including death, suffered by persons and for damage to property arising from Contractor's operations under this Agreement in limits of not less than One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence or combined singles limit, as designated by Owner. Insurance furnished by Contractor under this Agreement will include broad form professional liability insurance and coverage for independent contractors and completed operations. The policy or policies will be endorsed to include Owner as an additional insured, and will state that the insurance is primary insurance as regards any other insurance carried by Owner, and;



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- (ii) Worker's Compensation Insurance as required by applicable law for design services business that does not include field work other than inspection;
  - (iii) Professional Liability Insurance with minimum limits of One Million and No/100 U.S. Dollars (\$1,000,000.00) per occurrence, and;
- (B) All insurance coverages required by this Agreement shall be issued by companies with an A-VIII rating or better in the Best Guide and on forms acceptable to Owner, shall name Owner as an additional insured, and shall be written on an occurrence basis, and shall provide that the coverage thereunder shall not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Owner. Certificates of Insurance or copies of policies shall be furnished to Owner
- (C) Contractor, for itself and for all those furnishing labor or materials to or through the Contractor (herein collectively "Sub-Contractor"), hereby agrees that any insurance policy (procured by Contractor and Sub-Contractor's on their own account) shall contain a waiver of any right of subrogation by the insurance carrier against Owner, its respective agents, servants and employees.

**8) Change Orders:**

- (A) Contractor understands that the Project may be modified or changed and, therefore, the details of the Project may require the performance of extra contract work. If any such changes are made, Contractor will perform the same, but only after receiving a written order for such performance from Owner, if being understood by Contractor that under no circumstances shall any extra contract work be performed unless and until such written order is given to Contractor by Owner. For any such extra contract work performed, Contractor shall be compensated by Owner in a reasonable amount. Owner may, at its election, omit items from the contract work whenever Owner deems it advisable to do so. If Owner shall notify Contractor of such omission, the omitted contract work shall not be performed and shall be deducted from the Contractor's Fee a reasonable amount to compensate for the omission.
- (B) If controversy shall arise at any time on a claim by Contractor that an item of contract work is not contract work, but extra work, Contractor shall nevertheless perform the same if directed to do so by Owner. However, to preserve Consultant's right to claim extra work compensation for disputed contract work, Contractor must, within five (5) days after the commencement of the disputed contract work, notify Owner in writing that Contractor is performing the same under protest. If any controversy shall arise at any time on a claim by the Contractor that an item of work should not be omitted, Contractor shall, within five (5) days of receipt of Owner's written notice of omitted work, will notify Owner of such claim but should not perform work unless authorized in writing to do so by Owner. Disputes as to compensation for extra work or deductions for omitted work shall be resolved pursuant to Section 9 below. Failing to respond to such written protest, it shall be deemed that the Contractor has agreed to Owner's contention that the work is not extra work but Contract Work, or that the omission of Contract Work is correct, as the case may be.



The giving of timely notice provided for above is an express condition precedent to maintaining and remedial procedure pertaining to Contractor's claim.

- 9) **Arbitration:** Without limiting the operation of the Agreement, Contractor and Owner agree to submit any disputes arising under this Agreement to non-binding mediation; provided that applicable statute of limitations will be tolled during the pendency of such mediation. In the event Owner and Contractor cannot, in good faith, agree on a mediator within fifteen (15) days of the request of either party for mediation, or, if the parties remain in dispute following the mediation, any such dispute will be resolved by binding arbitration by the American Arbitration Association under the then-prevailing Construction Industry Rules of that Association, or any other rules then prevailing in substitution of such Industry Rules. There shall be no interruption of contract work pending the arbitration. It is agreed that the initiation or continuance of a proceeding already initiated by Contractor is expressly conditioned upon such non-interruption of Contractor's performance and the arbitrator's jurisdiction shall be limited accordingly. The parties consent that any arbitration may be consolidated with any other arbitration concerned with the project to which the Owner and Contractor is a party and that a dispute shall not be submitted to such binding arbitration if there are any third parties who are not subject to such binding arbitration but who are proper parties to such disputes.
- 10) **Owner's Cancellation:** Notwithstanding anything to the contrary contained herein, Owner reserves the right, at any time, in its sole and absolute discretion, to cancel this Agreement by notice to Contractor setting forth a date for the ending of this Agreement, no less than thirty (30) days from the date of the service notice. In that circumstance, Owner's liability shall be to pay the reasonable value of labor and materials physically incorporated in the contract work up to the effective date of cancellation, along with the value of material especially fabricated by Contractor for the contract work up to the date the notice of cancellation was given though not incorporated in the contract work but not reasonably usable elsewhere, less payments already made to Contractor.
- 11) **Notice:** No notice or other communication will be deemed given unless sent in any of the manners, and to the persons, specified in the Agreement. All notices and other communications hereunder will be electronically sent or in writing and will be deemed given: (a) upon receipt of delivered personally (unless subject to clause; (b) or if mailed by registered or certified mail; (c) at noon on the date after dispatch if sent by overnight courier; or (d) upon completion of transmission (which is confirmed by telephone or by statement generated by the transmitting machine) if transmitted by telecopy or other means of facsimile or electronic mail which provides immediate or near immediate transmission to compatible equipment in the possession of the recipient, in any case to the parties at the following addresses, telecopy numbers or electronic mail address (or at such other address or telecopy number or electronic mail address for a party as will be specified by like notice):

**IF TO CONTRACTOR** : **Name: Underwater Engineering Services, Inc.**  
**Address: 3306 Enterprise Road**  
**Fort Pierce, Fl. 34982**



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Phone #: 772-337-3116

Fax #: 772-337-0294

Email Address: emaringione@uesi.com

Attn: Eric Maringione

OR IF TO OWNER :

Name: Sandy Matteson, GM

Address: 3755 Barrow Island Road  
Jupiter Fl 33477

Phone #: 561-743-2032

Fax #: 561-743-2062

Email Address: sandy@jlpoa.com

Attn: Sandy Matteson, GM

- 12) **Promotion:** Contractor will not use the project's, Owner's or any of the Owner's affiliates names, marks, logos or other designations for advertising purposes without the Owner's express prior written consent, and all such names, marks, logos and other designations of Owner will, at all times, be and remain the sold and exclusive property of Owner. The Contractor will have the right to portray this project as an example of the firm's project type history and in its professional body of work.
- 13) **Default:** In connection with the Contractor's performance of the contract work under the Agreement, if Contractor fails promptly and diligently to pursue its contract work, or to pay for all sub-contractor's labor, material or supplies used by it, or to comply with any time of performance standards pursuant to this Agreement, or to supply sufficient skilled professionals to execute Contractor's contract work, or to release any liens claimed against the project on which Contractor's contract work is being performed, or to maintain the insurance required in the Agreement or to withhold all taxes or contributions required by federal or state law, or breaches of other provisions of this Agreement or any provisions of any other contract or agreement between Owner and Contractor, Owner may declare Contractor in default of this Agreement and exercise its rights under this Agreement.
- (A) In the event of a default or breach of this Agreement by Contractor, in addition to, and without limitations or prejudice to, any other rights or remedies of Owner hereunder, at law or in equity, Owner, at its option, may:
- (i) instruct Contractor to perform, at no additional cost to Owner, such contract work that does not conform with this Agreement;
  - (ii) upon ten (10) days written notice, terminate Contractor's services hereunder, and;
    - (a) take possession of all the Contractor's original contract work product, and/or;
    - (b) complete the contract work of Contractor by whatever reasonable method Owner deems expedient;



(iii) withhold, or seek reimbursement for, any payment to Contractor on account of any default or breach by Contractor hereunder to the extent that services have not been performed as stated in this Agreement and that the Owner deems necessary to protect Owner from loss or claims or to secure re-performance of non-conforming contract work.

- 14) **Confidentiality:** All information, materials or documents in any way regarding or relating to the Project or Owner or any of its affiliates or their respective businesses including, without limitation, any information requested by or provided to Contractor and all information developed or obtained by Contractor (collectively "Owner Information"): (a) shall be and at all times remain the sole and exclusive property of Owner; (b) shall not be used by Contractor for any reason or purpose except in direct connection with Contractor's performance of the contract work, and (c) shall not, without the express prior written consent and approval of Owner, be disclosed in whole or part to any person or entity. Contractor acknowledges that money damages would be an inadequate remedy for the injuries and damages that would be suffered by Owner in the case of Contractor's breach of the Agreement. Therefore, Owner, in addition to any other remedies it may have at law or in equity, will be entitled to injunctive relief to enforce the provisions of this Agreement. Contractor's duties and obligations under this Agreement shall survive the termination or cancellation of this Agreement for any reason. Contractor's liability for any breach of this Agreement shall not be subject to any limitation of liability provision contained elsewhere in this Agreement.
- 15) **Sub-Contractors:**
- (A) Contractor shall not subcontract all or any portion of the contract work without written consent of Owner in each instance. In the event Contractor desires at any time to subcontract all or any portion of the contract work, Contractor must, in each instance, notify Owner in advance of its desire to do so, which notice must, at minimum, identify in detail the proposed Sub-Contractor and the contract work that the Contractor desires such proposed Sub-Contractor to perform. Owner reserves the right to accept or reject any proposed Sub-Contractor at any time and for any reason in Owner's sole and absolute discretion.
- (B) Any part of the contract work (performed for Contractor by a Sub-Contractor authorized by Owner pursuant hereto) shall be performed pursuant to a written subcontract ("Subcontractor") between the Contractor and such Sub-Contractor. Each Sub-Contract must be at a minimum: (i) require the Contractor and such Sub-Contractor be performed in strict accordance with the requirements of this Agreement; (ii) require the Sub-Contractor to carry and maintain insurance of the types and in the amounts required of Contractor by this Agreement; and, (iii) provide that the Sub-Contract is freely assignable by Contractor to Owner and its assigns.

Owner may accept said assignment at any time and from time to time. Upon the acceptance of a particular Sub-Contract by Owner; (i) Contractor will promptly furnish to Owner the original signed copy of the designated Sub-Contract or purchase order(s); and, (ii) Owner will only be required to compensate the designated Sub-Contract for compensation accruing for services performed from and after the date on which Owner accepts the Sub-Contract. Contractor will be solely responsible for promptly paying all



sums due and owing by Contractor to the designated Sub-Contractor for contract work performed prior to Owner's acceptance of the applicable Sub-Contract.

(C) The terms and provisions of the Agreement shall survive the completion of the services and the termination or cancellation of this Agreement for any reason.

- 16) **Term:** The term of this Agreement shall commence on May 22, 2024, and shall terminate on May 21, 2025, unless terminated sooner.
- 17) **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by the Contractor without the prior written consent of Owner. Owner shall have the right to assign its rights and obligations under this Agreement to any affiliated entity.
- 18) **General:**
- (A) **Effect of Payment:** No payment made under this Agreement will be conclusive evidence of the performance of this Agreement by Contractor, either wholly or in part, and no payment will be construed to be an acceptance of, or to relieve Contractor of liability for, Contractor's failure to perform its duties and obligations under this Agreement in accordance with the terms of this Agreement.
- (B) **Successors and Assigns:** This Agreement and the terms, covenants, provisions and conditions hereof will be binding upon, and will inure to the benefit of, respective heirs, successors and assigns of the parties hereto, provided, however, that Contractor will not subcontract or assign this Agreement, or otherwise dispose of all or any portion of its right, title or interest herein, to any person or entity without the express prior written consent of Owner in each instance, which consent Owner may withhold for any reason in Owner's sole and absolute discretion.
- (C) **Governing Law:** This Agreement and the respective rights and obligations of the parties hereto will be governed and construed in all respects in accordance with the laws of the State of Florida, without regard to its conflicts of law provisions.
- (D) **Independent Contractor:** Contractor will at all times be an independent Contractor and nothing in this Agreement will at any time be construed so as to create the relationship of employer and employee, principal and agent, partnership or joint venture as between Consultant and Owner. Contractor acknowledges that it will have no authority to bind Owner to any contractual or other obligation.
- (E) **Non-Waiver or Rights:** All rights available to either party under this Agreement or any other document delivered hereunder or in connection herewith, or allowed by law equity, are and will be cumulative and may be exercised separately or concurrently and from time to time without waiver of any other remedies. No party hereto will be deemed to waive any right, power or privilege under this Agreement unless such waiver is expressed in a written instrument signed by the waiving party. The failure of any party hereto to



enforce any provision of this Agreement will in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Agreement.

- (F) **Entire Agreement:** This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, representations, proposals, discussions and communications, whether oral or in writing, between the parties with respect to the matter of this Agreement. Quote dated January 24th, 2024, attached to this Agreement is hereby incorporated into this Agreement in its entirety by this reference. In the event of a conflict between the wording of this Agreement and the quote, the wording of this Agreement shall prevail. This Agreement shall not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.
- (G) **Invalidity:** If any provision of this Agreement is held to be invalid or unenforceable for any reason, such provision will be conformed to prevailing law rather than voided, if possible, in order to achieve the intent of the parties and, in any event, the remaining provision of this Agreement will remain in full force and will be binding upon the parties hereto.
- (H) **Counterparts:** This Agreement may be executed in any number of counterparts. Each of which, when so executed and delivered, will be deemed an original, but all of which will together constitute one and the same Agreement.
- (I) **Headings:** The enumeration and headings contained in the Agreement are convenience of reference only and will not control or affect the meaning or interpretation of any of the provision of this Agreement.
- (J) **Jury Trial:** THE PARTIES HERETO HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT, IF ANY, WHICH EITHER OR BOTH OF THEM WILL HAVE TO RECEIVE A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS, CONTROVERSIES OR DISPUTES WHICH WILL ARISE OUT OF THIS AGREEMENT OR THE SUBJECT MATTER HEREOF.
- (K) **Limitation of Liability:** UNDER NO CIRCUMSTANCES WILL OWNER BE LIABLE TO CONTRACTOR IN CONNECTION WITH THIS AGREEMENT FOR ANY SPECIAL INDIRECT CONSEQUENTIAL OR PUNITIVE DAMAGES.
- (L) **Authority:** Contractor represents to Owner that the individual executing this Agreement on behalf of Contractor has all requisite power and authority to execute and deliver this Agreement.
- (M) **Venue:** Venue for any dispute regarding or arising from this Agreement shall be Palm Beach County, Florida.
- (N) **Attorney's Fees:** The prevailing party in any dispute regarding or arising from this Agreement shall be entitled to payment of attorney's fees and costs.





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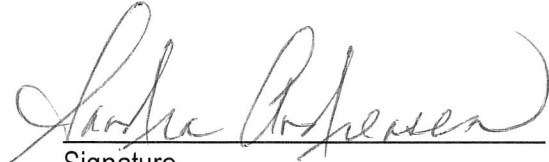
- (N) **Attorney's Fees:** The prevailing party in any dispute regarding or arising from this Agreement shall be entitled to payment of attorney's fees and costs.
- (O) **Drafting: Consultant acknowledges that it has had the opportunity to have this Agreement reviewed by legal counsel.** CONSULTANT HAS CAREFULLY EXAMINED THE DETAILS. CONSULTANT REPRESENTS THAT CONSULTANT FULLY UNDERSTANDS THE DETAILS AND HAS NO QUESTIONS CONCERNING SAME.
- (P) **Owner's Manager:** Owner herein designates Sandra Matteson as Owner's Manager.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

\_\_\_\_\_.


**Witness:**

**Owner:** Jonathan's Landing POA, Inc.  
Mark Granata, JLPOA President

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Print Name

**Witness:**

**Contractor:** \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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(O) **Drafting:** Consultant acknowledges that it has had the opportunity to have this Agreement reviewed by legal counsel. CONSULTANT HAS CAREFULLY EXAMINED THE DETAILS. CONSULTANT REPRESENTS THAT CONSULTANT FULLY UNDERSTANDS THE DETAILS AND HAS NO QUESTIONS CONCERNING SAME.

(P) **Owner's Manager:** Owner herein designates Sandra Matteson as Owner's Manager.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year

\_\_\_\_\_  
**Witness:**

**Owner:** Jonathan's Landing POA, Inc.  
Sandra Matteson, JLPOA General Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**Witness:**

**Contractor:** Underwater Engineering Services, Inc.  
3306 Enterprise Road, Fort Pierce, FL 34982

*Lisa Westcoat*  
\_\_\_\_\_  
Signature

*Kenneth Griffin*  
\_\_\_\_\_  
Signature

Lisa Westcoat  
\_\_\_\_\_  
Print Name

Kenneth Griffin, President/CEO  
\_\_\_\_\_  
Print Name

May 23, 2024  
\_\_\_\_\_  
Date

May 23, 2024  
\_\_\_\_\_  
Date



January 24, 2024

Mr. Lucas Jones  
Jonathan's Landing  
3755 Barrow Island rd.  
Jupiter, FL 33477

Subject: Water Control Structures Inspections - 2024 Year Inspections

Dear Mr. Jones

Underwater Engineering Services, Inc. (UESI) is pleased to provide the following proposal to perform quarterly, semiannual, and annual inspections of primary WCS #2, #4, and #5 structures and secondary structures #1, #3, and #6. All diving operations will be performed in strict accordance with OSHA and ADCI regulations.

**Quarterly Inspection (2) Months- February & August** **\$6,505.00 each**

- Hand scrape exterior gate, frame, and head wall 6" around frame.
- U/W video inspection will include video of exterior side of gate, frame, seals, and head wall.
- Lubricate accessible seals and moving parts.
- Components that require replacing will be furnished by others.
- UESI will produce a written report.

**Semi-annual Inspection (1) Month- June** **\$9,050.00 each**

- Water blast the exterior gate, frame, and 6" of head wall around frame.
- U/W video inspection will include video of exterior side of gate, frame, seals, and head wall.
- Lubricate accessible seals and moving parts.
- Components that require replacing will be furnished by others.
- UESI will produce a written report.

**Annual Inspection (1) Month- November** **\$17,726.00 each**

- Water blast the exterior gate, frame, and 6" of head wall around frame.
- Using a lift boat, raise and support the gate for the diver to gain access inside pipe.
- Water blast and inspect interior gate, and seals.
- U/W video inspection will include video of interior and exterior sides of gate, frame, seals, and head wall.
- Lubricate accessible seals and moving parts.
- Components that require replacing will be furnished by others.
- UESI will produce a written report.

Sincerely,  
Eric Maringione – Dive Supervisor