

## **ADDENDUM #1**

### **Engineering Consulting Agreement** **Swaysland Professional Engineering Consultants, Inc. / Le Chateau** **Royal Condominium Association, Inc.**

THIS ADDENDUM #1 is entered into this 12th day of August, 2026, d between Swaysland Professional Engineering Consultants, Inc. (the "ENGINEER") and Le Chateau Royal Condominium Association, Inc. (the "CLIENT") which amends that certain Engineering Consulting Proposal dated July 2, 2026 (the "Agreement") (hereafter collectively the "Contract Documents"), as follows:

1. Clarification of Scope of Services. The Scope of Services shall be those described in "Scope of Services" in the Agreement

2. Representation and Warranties. ENGINEER represents and warrants to CLIENT:

a. ENGINEER is properly licensed in the jurisdiction where the Project is located to provide the Scope of Work required by the Contract Documents.

b. ENGINEER's Florida License Registration Number is 5694 and its qualifying Professional Engineer is Stanley R. Swaysland, whose Florida's professional license number is PE29241, both of which are current.

c. ENGINEER possesses and will apply the knowledge, skill, and ability that a reasonable careful professional in the same field as ENGINEER would exercise and apply to perform ENGINEER'S obligations under Contract Documents, including the Scope of Work.

d. ENGINEER is familiar with the portions of the Florida Building Code, and portions of the municipal code of the Town applicable to the Services to be performed by ENGINEER.

3. Designation of Responsible Engineer. ENGINEER shall communicate with CLIENT in writing via email, care of c/o David Shore, LCAM ~~manager~~ lcr3540.com with a copy to Scott Andrews, President lcrboard2@gmail.com on a regular basis regarding the performance of its Services, including providing status reports, recommendations, and such other advice as ENGINEER should provide CLIENT based on ENGINEER'S expertise and knowledge relative to the subject matter of Contract Documents.

4. CLIENT shall reasonably cooperate with ENGINEER so that ENGINEER is able to perform the Scope of Work, including reasonable access to the CLIENT'S property.

  
Initials

5. ENGINEER designates to CLIENT that the following of engineer or engineers will be responsible for supervising the Scope of Work set forth in the Contract Documents from start to completion (hereafter the "Designated Engineer"):

Designated Engineer's Name: Evan Swaysland, PE

6. Indemnification. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless the Association, its directors, officers, members, and employees (hereafter collectively referred to as "Related Parties"), from and against all liability, claims, damages, losses and expenses, including, but not limited to, attorneys' fees, expert witness fees and other engineering fees, but only to the extent such claims, damages, losses or expenses is caused by the negligence or by the reckless act of the ENGINEER or any employee or agent working under the supervision and control of ENGINEER during the performance of ENGINEER's Services relating to this Project. This indemnification obligation shall survive termination or expiration of the Contract Documents.

7. Client's Indemnification of Engineer. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, its directors, officers, members, and employees (hereafter collectively referred to as "Related Parties"), from and against all liability, claims, damages, losses and/or expenses, including, but not limited to, attorneys' fees, expert witness fees and other consulting fees and costs arising out of or related to any, claims, damages, losses and/or expenses which are attributable only to bodily injury, disease, or death, or to injury to ENGINEER, or destruction of ENGINEER'S tangible personal property, including loss of use of said property (collectively the "Losses") so long as any such Losses sustained by ENGINEER relate to ENGINEER'S performance of the Scope of Work on the CLIENT's property (i.e., the Condominium Property), and only to the extent any such Losses are caused by the negligent, wrongful or improper acts or omissions of the CLIENT, its officers, directors, employees, agents, or others retained by or under contract with the CLIENT.

8. Termination. The Contract is hereby modified to permit either party to terminate the Contract Documents with or without cause upon thirty (30) days written notice to the other.

9. Notices to the parties required by the Contract Documents shall be addressed as follows:

If to ENGINEER:

Mr. Evan Swaysland, PE  
Swaysland Professional Engineering Consultants, Inc.  
2890 Marina Mile Boulevard, Suite 114  
Fort Lauderdale, FL 33312  
Tel: (954) 473-0043  
Fax: (954) 473-0063  
Email: [evan@swaysland.com](mailto:evan@swaysland.com)



Initials

If to the CLIENT:

Mr. David Shore, LCAM, PCAM, AMS, CMCA  
Le Chateau Royal Condominium Association, Inc.  
3540 S. Ocean Boulevard  
South Palm Beach, FL 33480  
Tel: (561) 585-3940  
Email: [manager@lcrc3540.com](mailto:manager@lcrc3540.com)

With a Copy to:

Lauren B. Feffer, Esquire  
ROSENBAUM PLLC  
1700 Palm Beach Lakes Blvd., Suite 600  
West Palm Beach, FL 33401  
Tel: (561) 653-2900  
Fax: (561) 820-2542  
Email: [lfeffer@rosenbaumpllc.com](mailto:lfeffer@rosenbaumpllc.com)

10. Insurance Requirements. ENGINEER shall maintain statutory workers' compensation.

11. ENGINEER shall maintain professional liability insurance of not less than \$1,000,000.00 in the aggregate. Since such professional liability policy is a claims made policy, ENGINEER agrees to maintain professional liability insurance of the foregoing limits for a period of not less than two years from the date of substantial completion of all the work contemplated by the Contract Documents.

12. ENGINEER shall maintain general liability insurance coverage with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, and liability assumed under an insured contract. The ENGINEER shall maintain motor vehicle insurance with limits of not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

13. Within seven (7) days of execution of the Contract Documents, ENGINEER shall provide the CLIENT with a Certificate or Certificates of Insurance evidencing that ENGINEER has the foregoing insurance limits in place. ENGINEER'S insurance shall be bound by a company or companies licensed in Florida. No company or companies licensed elsewhere will be deemed acceptable to provide the coverage required above. Further, ENGINEER shall have its comprehensive general liability and automobile insurance policies of insurance endorsed to provide that the CLIENT, its officers, directors, employees and management professionals are named as additional insureds, but only insofar as regards performance under the Contract Documents. ENGINEER's Workers' Compensation shall be endorsed to provide for a waiver of

  
Initials

subrogation. Further, ENGINEER shall have its policies of insurance endorsed to provide that that CLIENT will receive thirty (30) days written notice of any cancellation of each of the lines/policies of insurance set forth above. ENGINEER will not begin to perform any of the Scope of Work until it has provided Certificates of Insurance to the CLIENT evidencing compliance with this Addendum.

14. Notwithstanding any other provision contained in the Contract Documents, the ENGINEER's liability for damages under this Agreement shall be limited to the available dollar limits of ENGINEER'S applicable insurance policies.

15. Notwithstanding any other provision contained in the Contract Documents, the CLIENT's liability for damages under this Agreement shall be limited to the greater of (a) the available dollar limits of CLIENT's insurance policies, or (b) \$1 million.

16. Venue shall be proper in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have executed this Addendum on the day and year first above written.

LE CHATEAU ROYAL CONDOMINIUM  
ASSOCIATION, INC.

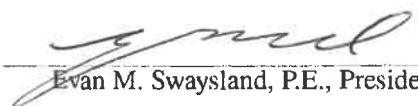
By \_\_\_\_\_  
Scott Andrews, President

Attest:

By: \_\_\_\_\_  
John Pappanikou, Treasurer

Date: \_\_\_\_\_

SWAYSLAND PROFESSIONAL ENGINEERING  
CONSULTANTS, INC.

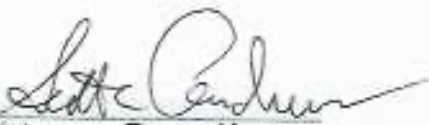
By:  \_\_\_\_\_  
Evan M. Swaysland, P.E., President

Date: 8/12/2026

 \_\_\_\_\_  
Initials

the funds will adequately provide for future major repairs and replacements.

- 28) The Association's allocation of expenses against exempt and nonexempt function income conforms with IRC rules, which require that the allocation be made "on a reasonable basis." We have adequately documented such allocation.
- 29) We understand that management is responsible for the Association's choice of filing Form 1120 or Form 1120H and the consequences thereof.
- 30) In regard to the preparation of financial statements, preparing standard adjusting journal entries, and preparation of tax returns that were performed by you, we have—
- a) Assumed all management responsibilities
  - b) Designated appropriate individuals having suitable skill, knowledge, or experience to oversee the services.
  - c) Evaluated the adequacy and results of the services performed.
  - d) Accepted responsibility for the results of the services.
  - e) Ensured that the data and records are complete and we have sufficient information to oversee the services.
- 31) We affirm all expenses incurred and paid by the Association during the year ended to be proper business expenses of the Association, and the expenses were necessary and ordinary in the course of conducting the Association's business.
- 32) We have responded fully and truthfully to all inquiries to us by you during your audit.

Signature:   
Title: President

Scott Anderson

Signature:   
Title: Treasurer

John Papadimitriou

Signature: \_\_\_\_\_  
Title: Property Manager















July 2, 2025 (Revised)

Le Chateau Royal Condominium Association, Inc.  
3450 South Ocean Blvd.  
S. Palm Beach, FL 33480

Re: Parking Garage Repair Project

Dear Board Members:

It is our pleasure to offer this proposal concerning your need for professional engineering services. This document is an agreement between Le Chateau Royal Condominium Association, Inc. (herein called CLIENT) and Swaysland Professional Engineering Consultants, Inc. (herein called ENGINEER). The scope of work is as follows:

**PHASE I:**

- I.1. Review existing building plans provided by CLIENT.
- I.2. Review SIRS report sections related to parking garage provided by CLIENT.
- I.3. Review prior investigation reports and/or repair project documentation relating to the parking garage provided by CLIENT.
- I.4. Perform a visual inspection of the parking garage structure where accessible from the walking surface. Determine the types and location of the **estimated** structural repairs and the estimated repair quantities. The parties understand that the repairs quantities ultimately encountered may differ from those initially estimated.
- I.5. Submit a written report setting forth our observations and opinions. The report is based upon conditions that are observable via visible observation. The report will include scaled drawings showing observed damage. Subsurface conditions may ultimately differ. The parties, accordingly, understand that the repairs quantities, ultimately encountered will differ from those initially estimated. ENGINEER will not have access to observe building foundation and will not make claims as to it's function.

The fee for the services set forth in Phase I above is \$6,500.00. The estimated time to complete Phase I is four (4) weeks following the receipt of signed agreement and receipt of initial payment.

(Note: Client shall provide an as-built set of building plans for the ENGINEER'S use. If the ENGINEER needs to obtain plans from the building department or recreate plans, an additional fee will be charged.)

## **PHASE II:**

- II.1. Prepare plans and specifications for the repair of the deteriorated concrete. Plans and specifications will be utilized for bidding purposes and for permit submittal.

The fee for the services set forth in Phase II above is \$5,000.00. The estimated time to complete Phase II is three (3) weeks from the completion of Phase I and confirmation from CLIENT to proceed.

## **PHASE III:**

- III.1. Recommend contractors to perform the work and solicit bids from same.
- III.2. Conduct a pre-bid meeting at the site with the contractors and CLIENT'S representatives. Prepare and distribute pre-bid meeting minutes.
- III.3. Analyze bids received and make recommendations to CLIENT.

The fee for the services set forth in Phase III above is \$1,750.00. The estimated time to complete Phase III is five (5) weeks from the completion of Phase III and confirmation from CLIENT to proceed.

## **PHASE IV:**

- IV.1. Attend a pre-construction meeting with contractor and CLIENT prior to start of the work. Prepare and distribute meeting minutes for the preconstruction meeting.
- IV.2. Perform periodic observations during the progress of the work and write brief field reports regarding whether the contractor is performing the work in substantial conformance with the ENGINEER'S plans and specifications. Submit reports to CLIENT, contractor and building department.
- IV.3. Attend on-site or remote project meetings as requested. Prepare and distribute meeting minutes for project meetings.
- IV.4. Review and provide comment and/or approval on Contractor submittals, RFIs, change orders, etc.
- IV.5. Review and approve contractor requests for payment.
- IV.6. Perform a final inspection and determine that the work has been performed in substantial accordance with the plans and specifications.
- IV.7. Prepare a punch-list inspection during final inspection. Provide punch-list to CLIENT and contractor. Perform a follow-up inspection to determine if punch-list is completed. Provide signed off punch-list to CLIENT and contractor.
- IV.8. Review project close out documentation provided by Contractor. Provide approval prior to sign off on final pay application.

The fee for the services set forth in Phase IV above will be charged at the ENGINEER'S standard hourly rates as set forth below.

If you concur with this proposal, please sign the original of this Agreement and return it to our office together with your initial payment of \$3,000.00. A payment of \$3,500.00 is due upon completion of Phase I. A payment of \$5,000.00 is due upon completion of Phase II. A payment of \$1,750.00 is due upon completion of Phase III. The fees for the Phase IV services will be invoiced on a monthly basis. Any services performed outside the scope of work will be charged at the ENGINEER'S standard rates as set forth below. Payment is due upon receipt of invoices. If at any time payments are not received within thirty (30) days of receipt of the invoice, ENGINEER has the option of ceasing all further work and charging 1-1/2% per month on the uncollected amount.

#### ENGINEER'S STANDARD HOURLY RATES

|                                                      |                   |
|------------------------------------------------------|-------------------|
| Principal                                            | \$375.00 per hour |
| Project Engineer III                                 | \$275.00 per hour |
| Project Engineer II                                  | \$255.00 per hour |
| Project Engineer I                                   | \$240.00 per hour |
| Staff Engineer III                                   | \$220.00 per hour |
| Staff Engineer II                                    | \$205.00 per hour |
| Staff Engineer I                                     | \$190.00 per hour |
| Engineering Technician                               | \$135.00 per hour |
| Draftsman                                            | \$125.00 per hour |
| Support Personnel                                    | \$100.00 per hour |
| Water Intrusion Kit (Infrared Camera/Moisture Meter) | \$125.00 per day  |
| Concrete Strength Kit                                | \$ 50.00 per day  |
| Tensile Pull Off Strength Kit                        | \$ 95.00 per day  |
| Corrosion Rate Kit                                   | \$210.00 per day  |
| Drone and Drone Operator                             | \$300.00 per hour |

If the project exceeds a calendar year from the date of agreement execution, the ENGINEER reserves the right to update the agreement's standard hourly rates to the ENGINEER'S current standard hourly rates every calendar year from the date of agreement execution.

This agreement is for the preparation of engineering documents. The methodology used by the Engineer to produce these documents will be solely at the discretion of the ENGINEER. ENGINEER is the owner of the original documents pertaining to this project.

ENGINEER does not supervise the contractor's means, methods or techniques. ENGINEER takes no responsibility for the contractor's scheduling. ENGINEER takes no responsibility for the contractor's safety practices and precautions. All of these matters remain the sole responsibility of the contractor. ENGINEER takes no responsibility for variations between estimated repair quantities and quantities ultimately encountered.

Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining process, or over competitive bidding or market conditions, the ENGINEER'S opinions of estimated Total Project Costs and Construction Costs provided for herein are made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional Engineer, familiar with the construction industry; but the ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of estimated costs prepared by the ENGINEER.

For terminating ENGINEER'S services, CLIENT must give ENGINEER seven (7) days written notice of perceived deficiencies in ENGINEER'S services, and must give ENGINEER the opportunity to remedy those perceived deficiencies. If these perceived deficiencies are not remedied by the ENGINEER within seven (7) days of ENGINEER'S receipt of the written notice, ENGINEER'S services may be terminated. If payment is not received within thirty (30) days of an invoice sent to CLIENT by ENGINEER, ENGINEER may terminate this agreement or suspend work under the agreement until payments have been made in full with interest.

In the event of any dispute concerning the accuracy or content of any invoice, CLIENT shall within ten (10) days of receipt of said invoice notify ENGINEER of the exact nature of the dispute. Any invoice not questioned within ten (10) days of receipt shall be deemed due and owing. In the event an invoice or portion of an invoice is disputed within ten (10) days of receipt, CLIENT shall be obligated to pay the undisputed portion of the invoice.

ENGINEER shall procure and maintain insurance policies with such coverage and in such amounts and for such periods of time as ENGINEER deems appropriate. CLIENT agrees that, to the fullest extent permitted by law, the total liability of the ENGINEER, ENGINEER'S principals or employees, or any representative of the ENGINEER to CLIENT for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the project at issue or to this Agreement from any cause or causes, including but not limited to ENGINEER'S negligence, errors, omissions, or breach of contract shall not exceed the total compensation received by the ENGINEER under this Agreement. **PURSUANT TO FL STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR PRINCIPAL OF SWAYSLAND PROFESSIONAL ENGINEERING CONSULTANTS, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

This document is an Agreement, which if not executed and returned to the ENGINEER on or before September 30, 2025 shall be void.

We look forward to working with you on this project.

Sincerely,

SWAYSLAND PROFESSIONAL ENGINEERING CONSULTANTS, INC.

By:   
Evan M. Swaysland, P.E.  
President

LE CHATEAU ROYAL CONDOMINIUM ASSOCIATION, INC.

\_\_\_\_\_  
Signature

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

Date: \_\_\_\_\_

Telephone No: \_\_\_\_\_

If accepted, please provide the following information:

Legal Name: \_\_\_\_\_

Location Address: \_\_\_\_\_  
\_\_\_\_\_

Contact: \_\_\_\_\_

Mailing/Billing Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Correspondence Preference: ☐ US Mail

☐ Email

Referred By: \_\_\_\_\_

1st Chateau Royal Condominium Association, Inc.  
P.O. Box 10000  
Fort Lauderdale, FL 33324

**SWAYSLAND**

This document is an Agreement, which if not executed and returned to the ENGINEER on or before September 30, 2005 shall be void.

We look forward to working with you on this project.

Sincerely,

SWAYSLAND PROFESSIONAL ENGINEERING CONSULTANTS, INC.

By: [Signature]  
Evan M. Swaysland, P.E.  
President

LE CHATEAU ROYAL CONDOMINIUM ASSOCIATION, INC.

Signature: [Signature] First Name: S. Andrews  
Date: 8/14/05 Telephone No: 407-227-8945

If accepted, please provide the following information:

Legal Name: \_\_\_\_\_

Location Address: \_\_\_\_\_

Contact: \_\_\_\_\_

Mailing/Billing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Correspondence Preference: ☒ US Mail ☐ Email

Referred By: \_\_\_\_\_