

Scott D. Bonk and Associates Inc.

A Roof and Waterproofing Consulting Firm

CONTRACT AGREEMENT

Scott D. Bonk and Associates Inc., a Florida Corporation ("Consultant"), to perform the below listed Consulting Services for The Board of Directors, Calais at Pelican Bay Condominium Association Inc., 7064 Pelican Bay Boulevard, Naples, Florida 34108 ("Client").

The intent of our services under this Contract is to implement a visual review of the sloped and flat roofing system and compile our findings in Report form to include a recommendation for a course of action. The Project is the Calais at Pelican Bay Condominium Association Inc., 7064 Pelican Bay Boulevard, Naples, Florida 34108 and consists of eight (8) occupied buildings known as buildings A, B, C, D, E, F, G and H and one (1) Clubhouse Building.

The Scope of Work is as follows:

1. ONSITE VISUAL REVIEW OF THE SLOPED AND FLAT ROOFING SYSTEM

- A. Sloped Roofing System
- B. Flat Roofing System
- C. Architectural Sheet Metal
- D. Metal vent and Soil Stack Penetrations
- E. Stucco and painting Conditions at Flat Roof Areas as a Part of the Roof Replacement Project in 2009
- F. All Related Roofing Components

2. ROOF PLAN

- A. Develop a Roof Plan
- B. Depict Specific Information on the Roof Plan for Reference

3. DEFICIENCIES

- A. List Deficiencies on the Roof Plan

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SDB, JMB

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4. DIGITAL PHOTOGRAPHY

- A. Digital photography of Typical Conditions
- B. Digital photography of Deficient Conditions

5. RECOMMENDATION FOR A COURSE OF ACTION

- A. Recommend a Course of Action as Required
- B. Coordinate with Warranty's as Required

6. SUMMARY REPORT

- A. Provide a Summary Report of the Visual Review

7. REPORT DELIVERY

- A. Deliver One (1) Bound Report and One (1) CD
- B. Deliver the Report to each Respective Manufacturer
- C. Conduct a Meeting to Discuss the Report

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www.ScottBonk.com

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We agree to proceed with the above Roof Consulting Services for a fee of \$3,820.00. The project will be scheduled upon receipt of a complete copy of this Contract Agreement, executed below and with each page initialed. The fee will be due and payable upon completion of the Report.

ACCEPTED:

SCOTT D. BONK AND ASSOCIATES, INC.

By: _____

Signature

Scott D. Bonk

Typed or Printed Name

President

Title

May 4, 2016

Date

**CALAIS AT PELICAN BAY
CONDOMINIUM ASSOCIATION INC.**

By: _____

Signature

James G. Gray

Typed or Printed Name

Title

Date

- The attached General Provisions are a part of this Contract Agreement.
- Insurance certificates include General Liability, Professional Liability and Workers Compensation.
- Services requested that are not listed in this Contract Agreement will be billed as a separate item.
- Engineering, including structural analysis, is not a part of this Contract Agreement.
- Specifications, Scope of Work, Engineering, Bid Documents and Detail Drawings are not a part of this Contract Agreement.

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GENERAL PROVISIONS

- A. This Contract Agreement contains the entire Contract Agreement and understanding between the Client and Scott D. Bonk and Associates, Inc. (Consultant). Nothing shall be binding unless set forth in writing and signed by both parties. Verbal representations are not valid.
- B. A certificate of insurance from Consultant will be issued to the Client upon receipt of the signed Contract Agreement. General Liability, Workers Compensation and Professional Insurance will be the insurance types. The Client will be the certificate holder.
- C. Should the Scope of Work increase, consulting services and fees shall be negotiated between the Client and Consultant.
- D. All line items of this Contract Agreement are contingent upon one another, and separation or deletion of any line item is not permitted under this Contract Agreement.
- E. One Client contact is to be designated by the Client for communication with Consultant. It is imperative that the chain of command is followed.
- F. In the event of a dispute between parties with respect to the Contract, the non-prevailing party shall pay all costs including attorney's fees, collection agency fees and any other related expenses.
- G. A complete Contract Agreement to include these General Provisions is to be returned to the office of Consultant with signatures, initials and dates.
- H. Additional consulting work or changes to the scope of consulting work in this Contract Agreement requested by the Client will be invoiced and payment will be due upon receipt of invoice.
- I. In any disputes arising out of this contract, venue shall lie in Lee County, Florida. The parties waive trial by jury as a key material inducement in entering into this Contract Agreement. In the event that any of the terms or provisions of this Contract Agreement are deemed unenforceable, the remaining terms and obligations will survive. In the event any terms or provisions of this Contract Agreement are deemed ambiguous, they will not be interpreted against the maker or drafter of this Contract Agreement but rather given reasonable construction by the trier of fact.
- J. Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, and employees from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of Client and other persons employed or utilized by Client in the performance of the Contract.

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GENERAL PROVISIONS

- K. Client and Consultant have fully and freely discussed the following matters which comprise a key material inducement with Consultant in entering into this Contract Agreement. Client agrees and acknowledges that Consultant is being retained in order to inspect and evaluate current roofing and or waterproofing conditions and any remedial efforts to be undertaken. In that defects usually involve water penetration, it is not uncommon that mold, mildew or other environmental toxins will be present in and about the roof and related areas that may be in existence at the time of Consultant's services. Should these conditions be uncovered the Consultant will notify the Client. Client will retain and is solely responsible for their own inspection and evaluation of related areas with regard to mold, mildew and other environmental toxins. Client fully, finally and forever releases and discharges Consultant from and against any and all claims, obligations, demands, damages, causes of action, liabilities, losses and expenses, whether now known or hereafter known, patent or latent, foreseen or unforeseen, that Client has, or may have in the future, in law or in equity, arising out of, relating to or in any way connected with indoor air quality, moisture, or the growth, release, discharge, dispersal or presence of mold and/or mildew and/or other environmental toxins, or any chemical or toxins secreted therefrom.
- L. Payment of Fees: Payment is to be disbursed as outlined in the Contract Agreement to include the retainer and progress payments. Progress payments are due upon receipt.
- M. These General Provisions are a part of the attached Contract Agreement.

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