



May 23, 2023

Lou Tiffany
Board Member
Calais at Pelican Bay Condominium Association, Inc. (the "Client" and the "Association")
7064 Pelican Bay Boulevard
Naples, Florida 34108
Email: LouisFTiffany@gmail.com

c/o Rich Meyer
Community Association Manager
Telephone: 239 405 5039
Email: RMeyer@swpropmgt.com

Proposal No. P232306

Subject: Exterior Recoating and Restoration Consulting Services

7064 Pelican Bay Boulevard, Naples, Florida 34108 AKA Calais at Pelican Bay Condominium (the "Project")

Dear Mr. Tiffany:

SOCOTEC Consulting, Inc. ("SOCOTEC" or "Consultant") is pleased to present the Association with this proposal for engineering consulting services for the Project.

Included in this proposal is the Project Approach and Schedule based on information provided to us, Summary of Fees, and our proposed Scope of Services.

PROJECT APPROACH & SCHEDULE

Our understanding of your needs for this property is based on information provided by you together with our experience on similar projects. Consultant understands the Association plans to replace the paint and waterproofing systems on the exterior of the buildings (the "Area of Work") at the property. Therefore, the Association would like SOCOTEC to prepare design documents and provide construction administration services during the exterior restoration project.

We have based this proposal's scope of work and level of effort on the schedules and durations we've established, as follows:

PHASE	DURATION	START DATE	END DATE
Contract Documents Phase	6 Weeks	June 2023	July 2023
Bidding and Negotiation Phase	6 Weeks	August 2023	September 2023
Construction Phase	TBD	TBD	TBD

Our level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, we will require an adjustment to the fee and/or schedule.

SUMMARY OF FEES

EXTERIOR RECOATING AND RESTORATION PHASE	Item	LUMP SUM
Contract Documents Phase	A-1	\$3,200
Bidding and Negotiation Phase	A-2	\$3,750
Site Visit During the Construction Phase – per visit	A-3	\$600
Additional Construction Administration Phase Services	A-4	HOURLY

SOCOTEC CONSULTING, INC.

2224 Trade Center Way
Naples, FL 34109

Tel: 239 544 4400 Fax: 239 544 4404

950 South Pine Island Road, Ste A150
Plantation, FL 33324

Tel: 239 335 8850

6151 Lake Osprey Drive, Ste 300
Sarasota, FL 34240

Tel: 941 554 7800



SCOPE OF SERVICES

EXISTING BUILDING

A. EXTERIOR COATING AND RESTORATION:

1. Contract Documents Phase:

- a. Consultant will review available Project drawings, reports, correspondence and photographic documentation, as provided by the Client, related to the Area of Work.
- b. Consultant will provide one site visit to conduct a visual-only examination of the exterior of the building from the interior and exterior. *The Client is to provide Consultant with access to all necessary areas.*
- c. Consultant will prepare specifications and contract documents for the restoration work, sufficient for bidding purposes, commencing work for the project, and to secure the permit. The specifications will be presented in an outline format and will include sufficient information for an experienced contractor to perform the work.

2. Bidding and Negotiation Phase:

- a. Consultant will develop a list of prospective bidders and coordinate one on-site pre-bid meeting.
- b. Consultant will answer questions/RFI's from bidders and provide clarifications as required.
- c. Consultant will receive and review bids and supporting documentation and provide a bid results summary to the Client.

3. Site Visit During the Construction Phase: Per Visit

- a. Once a contractor is selected by the Client and construction work begins, Consultant will provide personnel to perform periodic inspections of the restoration work at the subject site throughout the project. During our inspections, we will review the contractor's work for general compliance to the Project specifications.
- b. Consultant will provide the Client one report of its observations for each visit. Each visit includes time for site visit, travel time and report preparation plus supervision and Project review.
- c. Consultant will answer questions from the contractor or the Client and provide additional restoration recommendations, where required.

4. Additional Construction Administration Phase Services:

- a. At the Client's request and on an hourly basis, Consultant will provide the following Construction Administration phase services:
 - i. Consultant will review contractors' pay requisitions, change orders and requests for information (RFIs).
 - ii. Consultant will review shop drawings.
 - iii. Consultant will attend meetings.

HOURLY RATES:

Services billed hourly (including hourly, budget estimate and not-to-exceed services) will be performed per the negotiated rates shown below. The hourly rates set forth in this table are for use of SOCOTEC's Florida office personnel. Hourly rates shall increase 5% annually beginning on January 1, 2024:

HOURLY RATES (Portal-to-Portal):

Field Engineer	\$ 140
Staff Engineer	\$ 170
Senior Project Manager	\$ 190
Project Engineer	\$ 200
Senior Engineer	\$ 240
Principal Engineer	\$ 320
Senior Principal Engineer	\$ 350

Nighttime/Overtime/Weekend will be charged at 1½ times hourly rates.

To the extent the Project incurs delays we may require an adjustment to our level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.

TERMS, EXCLUSIONS & CONDITIONS:

1. PURSUANT TO FLORIDA STATUTE 558.0035, THE PARTIES AGREE THAT NO INDIVIDUAL PROFESSIONAL ENGINEER OR ARCHITECT, OR THEIR EMPLOYEES, SHALL BE HELD INDIVIDUALLY LIABLE OR RESPONSIBLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.
2. All lump sums, budget estimates and not-to-exceed fees are exclusive of reimbursable expenses.
3. Lump sums, budget estimates and not-to-exceed fees do not include an allowance for meetings or supervision except where specifically noted in the scope of services.
4. Budget estimates and not-to-exceed fees are based on our projected work schedule set forth in this proposal. All work will be charged according to actual hours spent as per the rate schedule below. Although we have attempted to provide an accurate estimate, the actual amount invoiced for this work could be higher or lower.
5. The not-to-exceed fees set forth in this proposal are not a guarantee that Consultant's services will be completed for that amount. Rather, Consultant shall not exceed the fees in this proposal without obtaining advanced written authorization from the Client, authorization of which shall not be unreasonably withheld. Consultant shall notify the Client in writing by or before it completes the value of its fee and shall use reasonable efforts to provide the Client with notice if Consultant believes it will exceed the fee.
6. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
7. We shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by SOCOTEC in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. We shall also invoice, and Client shall pay, 4.5% of our fees as a reasonable allocation of indirect expenses such as Project setup, computer services, and certain other Project delivery related expenses including in-house reproduction, field reporting software & other I.T. related to technical work product that are not billed as direct reimbursable expenses.
8. Payment terms: Invoices will be issued monthly and are due upon receipt. We will invoice the Client based upon our work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. We reserve the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
9. Reimbursable expenses: are all expenses incurred by SOCOTEC in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by us in connection with the Services to be provided shall be billed at our personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel in excess of four hours will be in business class. Travel time will be invoiced per the listed hourly rates.
10. The Client will provide unrestricted access to all areas of the building including, but not limited to setbacks, terraces and roofs.
11. We will maintain insurance coverage in effect during our scheduled duration of involvement with this Project. The applicable laws of the State of Florida will govern all the services performed under this Agreement.
12. Limitation of Liability: The principals, employees, affiliates, parents and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount in excess of the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
13. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.



AUTHORIZATION

To authorize our services please indicate your acceptance of this proposal, which shall serve as our agreement, by executing and returning a signed copy to our office or, in the alternative, by providing us with written confirmation (email) of your acceptance of this agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you on this Project. Should you have any questions or if you would like further information on our services, please contact SOCOTEC at 239 514 4100.

Thank you,
SOCOTEC Consulting, Inc.

Thomas E. Conrecode

Thomas E. Conrecode, P.E.
Principal Engineer

CLIENT: *Calais at Pelican Bay* Condominium Association, Inc.

By: *[Signature]*

Name: *LOUIS F. TITHANY*

Title: *Secretary BOB*

Date: *7/3/23*