



Marsh Landing Townhouse Condominium Association, Inc.

November 28, 2023

c/o: Ms. Christine Labuziensi, LCAM
22901 Marsh Landing Boulevard
Estero, FL 33908
(239) 734-3200
paramountchristinel@gmail.com

Subject: Consulting Services Proposal

Marsh Landing Townhomes
Lone Oak Drive
Estero, Lee County, Florida
Strap #: 09-47-25-E1-23000.00CE
Velocity Proposal Number: 23-259.01

Dear Ms. Labuziensi:

Velocity Engineering Services, LLC (Velocity) appreciates the opportunity to submit this proposal for the above referenced project. A successful project begins with all parties having a clear understanding of the scope of work to be performed. If you have any questions or concerns, or would like to modify the scope of work proposed herein, please contact us at your earliest convenience to discuss.

Project Description

Velocity understands that Marsh Landing Townhouse Condominium Association, Inc. (the Association) consists of 30, two-story multi-family buildings constructed in approximately 1997. Velocity previously prepared specifications for concrete balcony repairs for the building located at 22975/22979 Lone Oak Drive. The client has requested that Velocity perform a visual assessment of all the condominium building rear balconies within the community to identify any damage or additional areas that may require repair.

Scope of Work

Based upon the information presented above, Velocity proposes the following scope of services:

- ✓ Review building plans, if available, to verify construction details;
- ✓ Perform an assessment consisting of the following:
 - Visual observations of accessible areas of the exterior concrete rear balcony slab edges and columns (only) at the rear balcony slabs
 - Exterior observations will be performed predominantly from the ground. If damage is observed, a ladder may be utilized;

- ✓ Prepare a report documenting the conditions observed, identifying damaged and/or deteriorated areas that require repair, and recommendations for further evaluation (if necessary).

Compensation

Based upon the project information and scope of work presented above, we propose the following fees for these services:

Balcony Edge Assessment & Report \$5,850.00 Lump Sum

Velocity's services will be invoiced monthly on a percent complete basis. Any additional services, including but not limited to project meetings and owner-directed changes to the scope, will be billed in accordance with Velocity's current Hourly Rate Schedule. All reports and/or letters will be provided to the client in .pdf format.

Client's Responsibilities

Following authorization of this proposal, the Client will be responsible to provide the following to Velocity:

- ✓ Access to the building(s) to perform these services;
- ✓ Copies of all as-built construction plans and specifications for the building (if available);
- ✓ Copies of all records of previous concrete or structural repair work (if available);
- ✓ Building history including any complaints from owners pertaining to water intrusion or the building structure;
- ✓ Timely responses on any questions, requests, or approvals.

Additionally, once the assessment is scheduled, the Client is responsible for informing Owners to open storm shutters that may block the view of the balconies.

Limitations

This work proposed herein will be performed to the best of Velocity's abilities and is not a warranty or guarantee. These services do not include any destructive or invasive procedures and it is possible that some conditions may be concealed, blocked from view, or may not be discovered at the time of the assessment. Only exposed surfaces will be observed.

These services are not intended to be, nor should they be construed as a design review of the building structure.

If it is recommended, Velocity can assist with additional evaluation/investigations following completion of this assessment. This scope of work does not include preparation of repair plans and specifications. Additional fees will apply for these services, or any services performed by Velocity beyond the scope of work detailed above.



Authorization

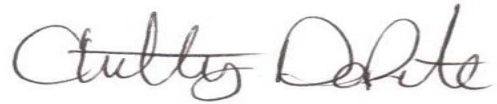
If this proposal meets with your approval, please authorize our services by executing the attached Proposal Acceptance Form and returning it to us. We appreciate your consideration of our proposal and look forward to being a part of your project team. Should you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,

Velocity Engineering Services, LLC
FL DBPR LN 30362



Christopher J. Pacitto, P.E.
Owner & President
CPacitto@VelocityEngineering.Net



Anthony DePonto, P.E.
Vice President
ADePonto@VelocityEngineering.Net



Brandon Dowler, E.I.
Project Engineer
BDowler@VelocityEngineering.Net

Attachments: Proposal Acceptance Agreement Form
2023 Hourly Rate Schedule for Professional Services
General Terms & Conditions



PROPOSAL ACCEPTANCE AGREEMENT FORM

Date: November 28, 2023
Velocity Proposal Number: 23-259.01

PROJECT:

Marsh Landing Townhomes
Lone Oak Drive
Estero, Lee County, Florida
Strap #: 09-47-25-E1-23000.00CE

CLIENT:

Marsh Landing Townhouse Condominium Association, Inc.
c/o: Ms. Christine Labuzienski, LCAM
22901 Marsh Landing Boulevard
Estero, FL 33908

AUTHORIZATION:

The undersigned, having full legal authority to contractually bind the Client identified above, has read and agrees to this proposal and the attached General Terms & Conditions.

Signature: Alexandra Segarra Date: 2 5 24

Name: Alexandra Segarra Title: CAM/Agent

Business Name: NextGen Community Mgmt

Address: 9410 Corkscrew Palms Circle, Ste201, Estero, FL 33928

Phone: 239-372-2996 Email: alex@nextgcm.com

Velocity Engineering Services, LLC reserves the right to withhold all reports or other deliverable products until such time as we receive a signed Proposal Acceptance Agreement Form. This Agreement together with Velocity's proposal and the attached General Terms & Conditions constitutes the entire agreement between the parties and supersedes all prior written or oral understanding.





2023 Hourly Rate Schedule for Professional Services

Principal Engineer (P.E.)	\$280.00/hour
Senior Professional Engineer (P.E.)	\$240.00/hour
Professional Engineer (P.E.)	\$200.00/hour
Project Engineer / Project Manager	\$180.00/hour
Staff Engineer / Inspector	\$160.00/hour
Engineering Technician	\$120.00/hour
Project Administrator	\$75.00/hour
Paper Copies of Reports / Specifications	\$25.00 each
Flash Drives	\$20.00 each

- ✓ All hourly rates are charged portal-to-portal when applicable.
- ✓ Any services requested on Saturdays, Sundays, or major holidays, or in excess of 8 hours per day, will be billed at a 1.5x multiplier.
- ✓ Expert Witness Services in any legal actions arising out of this project will be billed at a 2.0x multiplier on the above fees including all related time such as preparation and correspondence.
- ✓ This fee schedule is subject to change on an annual basis. The current year fee schedule shall be used for all billing.

Velocity Engineering Services, LLC
General Terms & Conditions

1. PARTIES, SCOPE OF WORK & DEFINITIONS: Velocity Engineering Services, LLC ("Velocity") shall include said company and any of its subcontractors or affiliates performing the Work (as defined hereinafter). "Client" is the entity entering into this Contract with Velocity. "Work" means the service(s) to be performed by Velocity as specifically set forth in Velocity's proposal for services ("Proposal"). The Proposal and these General Terms & Conditions shall constitute the "Agreement". The Proposal shall be valid for sixty (60) days unless otherwise stated. Client's ordering of services from Velocity, or the reliance on any Work of Velocity, shall constitute Client's acceptance of the terms of the Agreement. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the scope of work set forth in the Proposal is adequate and sufficient for Client's intended purpose.

2. BILLING & PAYMENT: The quantities and fees provided in the Proposal are Velocity's estimates based on the information provided by the Client and Velocity's experience on similar projects. The total amount due to Velocity shall be based on the actual quantities performed and/or provided by Velocity at the unit rates established herein (unless the Proposal specifically indicates that work is being performed on a "lump sum" basis). Client shall be invoiced monthly unless stated otherwise in the Proposal. Client agrees to pay each invoice within fifteen (15) days of its issuance. Should Client's account become past due, Client agrees to pay interest at the rate of 1.5% per month (or the maximum interest rate permitted under applicable law) on the past due amount(s) as well as any attorney's fees, collections fees, court fees, or other expenses incurred in collecting the past due amount(s). Velocity reserves the right to suspend the Work, as well as dispose of any samples that Velocity had agreed to retain on behalf of Client, in the event that Client's account becomes past due. Client agrees to pay Velocity for its services in accordance with this Agreement regardless of whether or not Client has been paid by any third party. Client's failure to pay may result in Velocity availing itself of its rights under the Florida Construction Lien Law and/or other applicable statutes to the fullest extent of the law, including without limitation, the rights to file a lien on Client's property whenever necessary to collect past due amounts.

3. RESPONSIBILITIES: 1) Client will grant or obtain to Velocity (and any agent, employee, subcontractor or other as directed by Velocity) free access to the site for all equipment and personnel necessary for the performance of Velocity's Work. Client warrants and agrees that it has notified Velocity of any known or suspected hazardous materials, pollutants, and underground utility lines, objects, and structures at the site, and shall indemnify and hold harmless Velocity and hereby waives all claims against Velocity relating to same as set forth in greater detail hereinbelow. 2) Velocity is responsible only for the on-site safety of its own employees and subcontractors and is not responsible for the on-site safety or the general safety, actions, or activities of employees of any other company, including without limitation, Client and its agents, employees, guests and/or invitees, and Client shall indemnify and hold harmless Velocity and hereby waives all claims against Velocity relating to same as set forth in greater detail hereinbelow. 3) Client shall communicate these General Terms & Conditions to each and every third party to whom Client transmits any part of Velocity's work and such third parties shall indemnify and hold harmless Velocity and hereby waive all claims against Velocity relating to same as set forth in greater detail hereinbelow. Velocity shall have no duty or obligation to any third party other than as specifically set forth in the Proposal. 4) For projects involving construction or development activities performed by others, Velocity's Work shall not include determining, supervising, or implementing the means, methods, techniques, sequences or procedures of any construction. Velocity's Work, or failure to perform same, shall not in any way excuse any contractor, subcontractor, or supplier from performance of its work in accordance with the governing contract documents. Client agrees that it shall require subrogation to be waived against Velocity and for Velocity to be added as an Additional Insured on all insurance policies, including any policies required of Client's contractors or subcontractors, covering any construction or development activities to be performed on the project site. Velocity has no right or duty to stop the contractor's work.

4. SITE CONDITIONS: Velocity shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as a result of the Work. Velocity's fee does not include restoration of the site to its original condition. Client agrees to execute any documents that are necessary for Velocity to perform the Work, such as authorizations to obtain permits.

5. DAMAGE TO EXISTING SUBSURFACE OBJECTS: Velocity or its subcontractor(s) shall obtain utility locates from Sunshine 811 prior to any subsurface drilling or penetration operations using mechanized equipment. Client and its, officers, agents, employees and affiliates (the "Indemnifying Parties") agree to defend, indemnify and hold harmless Velocity and its officers, agents, employees, guests and/or invitees, as well as any and all of Velocity's subcontractors/subconsultants and their officers, agents, employees, guests and/or invitees (the "Indemnified Parties"), from all claims, liabilities, damages, suits, losses, costs and expenses, including reasonable attorney's fees and costs and expert fees and costs ("Claims") as a result of personal injury, death, or property damage occurring or resulting from contact with subsurface objects, structures, lines, or conduits where the actual or potential presence were not revealed to Velocity by either Sunshine 811 or the Client. The Indemnifying Parties hereby waive any and all Claims against the Indemnified Parties relating to same.

6. SAMPLE DISPOSAL: Test specimens will be disposed of immediately upon completion of testing. Drilling samples will be disposed of thirty (30) days after submission of Velocity's report.

7. DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Velocity to assume the status of an owner, operator, generator, storer, transporter, treater, or disposal facility as those terms appear within The Resource Conservation and Recovery Act ("RCRA") or within any federal or state statute or regulation governing the generation, transportation, treatment, storage, and disposal of pollutants and/or hazardous materials. Client assumes full responsibility for compliance with the provisions of RCRA and any other federal or state statute or regulation governing the handling, treatment, storage, and disposal of pollutants and/or hazardous materials. Client shall not hold Velocity responsible or liable for aquifer cross-contamination resulting from contamination that was not known to Velocity and was caused by subsurface drilling or penetration operations performed by Velocity or its subcontractors. Client and the Indemnifying Parties agree to defend, indemnify and hold harmless Velocity and the Indemnified Parties from any Claims relating to same.

8. OWNERSHIP OF DOCUMENTS: All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by Velocity as instruments of service shall remain the sole property of Velocity. Client agrees that reports and other instruments of service furnished to the Client or his agents which are not paid for will be returned upon demand and will not be used or relied upon by the Client for any purpose. The reports or other instruments of service generated for this project shall not be used for any other project or location without the written permission of Velocity.

Velocity Engineering Services, LLC
General Terms & Conditions

9. STANDARD OF CARE: Work performed by Velocity under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the Work is to be performed. No other warranty, expressed or implied, is made including, without limitation, any warranty of fitness for a particular purpose.

10. ALLOCATION OF RISK: Should Velocity or any of its employees be found to have been negligent in the performance of its work, or to have made and breached any express or implied warranty, representation, or contract, the client, all parties claiming through client, and all parties claiming to have in any way relied upon Velocity's work agree that the maximum aggregate amount of the liability of Velocity, its officers, employees, and agents shall be limited to \$50,000 or the total amount of the fee paid to Velocity for its Work performed on the project, whichever is greater. Attorney's fees expended by Velocity in connection with any claim shall reduce the amount available, and only one such amount will apply to any project. No action or claim, whether in tort, contract, or otherwise arising from or related to Velocity's work, may be brought against Velocity more than two (2) years after the cessation of Velocity's work hereunder, regardless of the date of discovery of such claim. Velocity cannot be held liable for any problems that may occur if Velocity's recommendations are not followed.

PURSUANT TO FLORIDA STATUTES § 558.0035, AS AMENDED, AN INDIVIDUAL EMPLOYEE OR AGENT SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

11. GENERAL INDEMNIFICATION: The Client and the Indemnifying Parties (defined hereinabove) agree to indemnify, defend, and hold harmless Velocity and the Indemnified Parties from any and all Claims caused in whole or in part by a negligent, willful, or wanton act or omission of the Client or one of the Indemnifying Parties or the Client or Indemnifying Party(ies)' failure to follow Velocity's recommendations, advice or direction. The Indemnifying Parties hereby waive any and all Claims against the Indemnified Parties relating to the foregoing.

12. ALTERNATIVE DISPUTE RESOLUTION: The parties hereto agree that all disputes shall be governed by the Alternative Dispute Resolution procedures contained herein, which shall be used for resolving any and all controversy, dispute or claim arising out of, or in any way relating to, this Agreement including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this Agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property. Notwithstanding any provision herein to the contrary, the Alternative Dispute Resolution provisions of this Section 12 and those included hereinafter shall not apply to Velocity's pursuit of a legal claim and/or collection remedy resulting from Client's failure to pay Velocity in accordance with the terms and conditions herein.

13. GOVERNING LAW & VENUE: All claims or disputes arising or relating to this agreement shall be governed by, construed, and enforced in accordance with the laws of Florida. The exclusive venue for all actions or proceedings arising in connection with this agreement shall be in Lee County, Florida.

14. TERMINATION: This agreement may be terminated by either party upon seven (7) days' written notice. In the event of any termination, Velocity shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses.

15. EXECUTION; COUNTERPARTS: In the event that any signature is delivered by facsimile transmission or by e-mail delivery or electronic signature, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such signature page were an original thereof. This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument. Any signature transmitted via "DocuSign" or other electronic signature platform shall be considered to have the same legal and binding effect as an original signature.

16. ASSIGNMENT: This contract may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld.

17. SEVERABILITY: The parties have entered into this agreement in good faith, and it is the specific intent of the parties that the terms, conditions, rights and obligations of this Agreement be enforced as written. In the event any of the provisions of this Agreement should be found to be unenforceable, such provision(s) shall be stricken and the remaining provisions shall be enforceable to the fullest extent of the law.

18. HEADINGS: The section headings contained herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this document.

19. SURVIVAL: The terms, provisions, rights and obligations of this Agreement shall apply to all Work performed and shall survive any termination of this Agreement or completion of services. This Agreement shall also continue to apply to the parties hereto notwithstanding any Change Order(s) executed by the parties hereto.

20. NOTICES: Any notices required under this Agreement will be in writing, addressed to the appropriate party at the address identified in this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by email with proof of actual delivery, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of actual receipt.

21. ENTIRE AGREEMENT: This Agreement and Velocity's Proposal constitute the entire understanding of the parties and there are no representations, warranties, or undertakings made other than as set forth herein. This Agreement may only be amended or modified by a duly executed document signed by each of the parties hereto. The parties hereto acknowledge that they have had an opportunity to review all terms of this Agreement and have had the opportunity to consult an attorney. The parties agree that no provision herein shall be construed by any court, arbitrator or other judicial authority against the drafter by reason of such party being deemed to have drafted a certain provision.

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ALTERNATIVE DISPUTE RESOLUTION

The parties hereto agree that the following procedures will be applicable for resolving any and all controversy, dispute or claim arising out of, or in any way relating to, this Agreement including any and all statutory or tort claims asserted by either party arising out of or in any way relating to this Agreement, as well as any and all claims by either party as to claims for negligence inclusive of personal injury, death or damages to personal property:

1) Informal Negotiation & Settlement: The parties hereto shall enter into "Good Faith Negotiation" (as defined hereinafter) over the subject dispute within five (5) business days of such dispute. "Good Faith Negotiation," for purposes of this Agreement, is a bona fide effort made by the parties hereto to meet in person or discuss via telephone conference their respective disputes for purposes of resolving same without further proceedings.

2) Formal Non-Binding Mediation: The parties hereto further agree that in the event they are unable to resolve the subject controversy, dispute or claim after Good Faith Negotiation takes place (as defined hereinabove), then in such event the parties hereto shall submit a formal request, within ten (10) business days, to non-binding mediation in accordance with the general rules governing mediation as promulgated by the Twentieth Judicial Circuit in and for Lee County, Florida.

3) Arbitration: In the event that formal non-binding mediation does not result in settlement of the respective parties' controversy, dispute or claim, the parties acknowledge and agree that they shall thereafter submit all such disputes to arbitration pursuant to the arbitration provisions set forth herein below in lieu of court proceedings.

It is mutually agreed that any controversy, dispute or claim arising out of or in any way relating to this Agreement, the interpretation thereof, or the breach thereof, shall be settled by arbitration in accordance with the Florida Arbitration Code and to the extent they do not conflict with the arbitration provisions contained herein the parties agree to utilize the Commercial Arbitration Rules promulgated by the American Arbitration Association, although the American Arbitration Association will not be the arbitration administrator. The controversy and claim shall be submitted to a single arbitrator mutually agreed upon by the parties within thirty (30) days of notice of any intent to arbitrate any matter hereunder. If the parties cannot agree upon an arbitrator within such thirty (30) day period, such an arbitrator shall be selected in accordance with the Florida Arbitration Code through a court which has a situs in Lee County, Florida. The arbitration of such dispute will be held within thirty (30) days after completion of discovery. The award of the arbitrator will be final and binding on all parties to the arbitration and judgment may be entered upon it in accordance with law in any court of competent jurisdiction. In the event of arbitration, the parties hereto specifically agree that discovery shall be allowed in the form of written interrogatories, depositions of witnesses, production, inspection and copying of documents to the same extent as is provided under the Florida Rules of Civil Procedure; provided, however, that the time for responding to requests for written interrogatories, production and inspection and copying of documents shall be reduced to ten (10) days. Any disagreements between the parties as to the scope and extent of and compliance with the discovery will be referred to the arbitrator and his/her determination shall be final.

The parties further agree that such discovery procedures shall not be extended beyond two (2) months from the selection of the arbitrator; provided, however, that for good cause, the arbitrator shall be permitted in his discretion to extend said time for discovery. In the event of any arbitration between parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder (including appellate proceedings), the unsuccessful party to such proceedings agrees to pay to the successful party all costs and expenses, including all reasonable attorney's fees, court/mediation/arbitration costs and all other costs and expenses incurred therein by the successful party, all of which shall be included in and as a part of the arbitration award and/or judgment rendered upon such award.

The parties hereby expressly confer upon the arbitrator the jurisdiction and authority to determine the issues of entitlement to attorneys' fees and costs (in accordance with the guidelines for costs set forth in the Florida Rules of Civil Procedure) and the amount to be awarded therefore, based upon the prevailing party status. Thus, after having determined entitlement based upon who is prevailing party (pursuant to applicable principles of law in the regard), the arbitrator shall determine the amount of attorney's fees to be awarded to the prevailing party. Evidence of such attorneys' fees and costs will be submitted to the arbitrator in accordance with the following procedure:

- a) Within seven (7) days after the announcement by the arbitrator of the prevailing party, counsel for the prevailing party shall file with the arbitrator (and simultaneously serve upon opposing counsel) an affidavit of actual attorney's fees, setting forth the total number of attorney and paralegal hours for which recovery is sought, the hourly rates applicable thereto, and a separate affidavit of costs. The fee affidavit shall authenticate copies of all billing backup material from which such billing statements were generated, copies of all which shall be attached to such affidavits or made available for review and copying. There shall be no need to submit to expert testimony (either live or in the form of affidavits) to substantiate the amount of fees or costs sought.
- b) Within seven (7) days after the submission of such attorney fee affidavit to the arbitrator, the non-prevailing party shall have the right to submit to the arbitrator a written challenge questioning any of the attorney's fees sought to be recovered by the prevailing party.
- c) Either party may, within seven (7) days after the submission of such written challenge, request a hearing before the arbitrator for the purpose of oral argument.
- d) Based upon the information so submitted, the arbitrator shall award attorney's fees and costs in favor of the prevailing party in an amount determined by the arbitrator to be reasonable under all of the facts and circumstances.

Notwithstanding any provision herein to the contrary, the Alternative Dispute Resolution provisions provided hereinabove and those provided in Section 12 hereinabove shall not apply to Velocity's pursuit of a legal claim and/or collection remedy resulting from Client's failure to pay Velocity in accordance with the terms and conditions herein.