

# **CRAIN CONSULTING, INC.**

Construction Consulting

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October 4, 2023

Orchid Cove Condominium Association, Inc.  
C/o Ms. Judith Littell, Manager  
3701 S. Osprey Avenue  
Sarasota, FL 34239

Re: Steep Slope Concrete Tile Roof Replacement

Dear Ms. Littell:

Thank you for the opportunity to submit this proposal for professional services relating to the referenced communities roof replacement program. The scope of this proposal shall provide for phased services initiating with inspection, specification development, bid administration and owner's representative services for replacement of the Association's steep slope concrete tile roofing.

## **Phase I - Re-roofing Specification Development**

### **A. Specification Revisions as necessary to:**

1. Invitation to bid
2. Bid Form
3. General Requirements of the work
4. General Conditions of the Contract
5. Steep slope underlayment, flashing and concrete tile application specification modeled upon tile, underlayment and roof tile adhesive manufacturer's latest published specifications.

### **B. Plans / Details**

1. Prepare roof plan

- 2. All penetration flashings
  - 4. Steep slope eave edge
  - 5. Steep slope rake wall flashing
- C. Submit hard copies of project manual to board and or building committee for review.

**Fee for Phase I Services - \$2,500.00**

**Phase II - Bid Administration**

- A. Publish bid document to consultant recommended contractors and Association agreed upon contractors.
- B. Conduct a pre-bid conference at the site.
- C. Publish all addendums required as a result of pre-bid conference or other changes as necessary during the bidding window.
- D. Require sealed bid submission to the Association's management office.
- E. Prepare a bid analysis of the bids received.
- F. Meet with Board to review bid analysis.

**Fee for Phase II Services - \$750.00**

**Phase III - Contract Administration / Owner's Representative Services**

- A. Prepare (3) copies of contract documents for signature.
- B. Conduct mobilization meeting.
- C. Perform compliance inspections on a predetermined schedule and as necessary to address specific contractual compliance issues during the progress of the reroofing work.
- D. Document all field inspections to Client in writing.
- E. Attend any requested board meetings during course of re-roofing as requested by Association.

- F. Attend any meetings with, contractor, suppliers or manufacturer's necessary to address any material or contractual performance issues.
- G. Approve submit contractor's Applications for Payment.
- H. Monitor release of liens.
- I. Administer project closeout (satisfaction of punch list work, transmittal of warranties).

**Fee - Hourly at the rate of \$110.00 per hour not to exceed 2.0% of the value of roofing contract award.**

#### Owner's Representative's Standard of Care

The Owner's Representative will visit the job site on a pre-determined frequency to familiarize himself generally with the progress and quality of the work to enable the Owner's Representative to form an opinion that the work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations, he will keep the Owner informed of the progress of the work by written report and perform other enumerated tasks within this service phase of consultation. The Owner's Representative will employ all reasonable care to guard the Owner against defects and deficiencies in the work of the Contractor, however the Owner's Representative will not be responsible for means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the work.

Without limiting any of the other liabilities or obligations of Crain Consulting, Inc. ("Consultant"), Consultant shall furnish or cause to be furnished to Association, prior to the commencement of the Work, copies of all pertinent insurance policies, stating that the types of insurance coverage and limits set forth in the attached Certificate of Insurance labeled and attached as Exhibit "A" are in full force and effect, covering the activities of all Consultant employees, naming Association as an additional insured, and that said insurance will not be canceled without thirty (30) days' prior notice to Association by the Insurance Agent. The Association shall be named an additional insured via an endorsement of all policies, which Consultant shall ensure upon execution of this Contract. Consultant shall, in any event, continuously maintain all insurance as provided herein, throughout the performance of this Contract and shall, upon the cancellation of one policy and its replacement with another naming Association as an additional insured on said policy and provide the Association a new, duly executed Certificate of Insurance. All required coverages shall be non-cumulative to the other jobs of Consultant and primary to the Association and the minimum coverage limits set forth in this section shall in no way be construed as a limitation of liability on behalf of Consultant, or its employees. Association's approval of Consultant's insurance or coverage amounts as set forth herein or in Exhibit "A" shall not in any way relieve or decrease the liability of Consultant. The insurance required by

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this Article must be written by a company licensed in Florida at the time the policy is issued and the company must be reasonably acceptable to Association. This insurance shall be primary and other insurance of Association shall not be contributory.

If you concur with this proposal, please sign one copy of this Agreement and return it to our office with your **retainer in the amount of \$500.00**. The retainer shall be applied to phase I billing.

All invoices are payable within 15 days. If at any time payments are not received within thirty (30) days of receipt, Crain Consulting, Inc. has the option of ceasing all further work and charging 5% per annum on the uncollected amount.

In connection with any litigation arising out of or relating to this Contract, the prevailing party shall be entitled to recover from the other party said prevailing party's attorney's fees and costs, including attorney's fees and costs for any appellate proceedings and to establish entitlement and amount of attorney's fees. Venue shall be exclusively and solely in Manatee County, Florida.

This Agreement may be terminated by Orchid Cove Condominium Association, Inc. or Crain Consulting, Inc. 5 days after receipt, by the other party, of written notice of intent to terminate by certified mail.

This document is a proposal, which if not executed and returned to the Consultant on or before November 4, 2023 shall be void.

Respectfully submitted,

*Robert L. Crain, Jr.*

CRAIN CONSULTING, INC.

Accepted:

ORCHID COVE CONDOMINIUM ASSOCIATION, Inc.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Please print name

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

Telephone # \_\_\_\_\_