

Tuesday, June 18, 2024



Client: Gulf Front Lagoon Bldg 1-2 HOA  
502-504 S. Florida Ave.  
Tarpon Springs, FL  
Attn: Luby Sidoff  
Phone: 727.463.0560  
Email: [LubySidoff@Gmail.com](mailto:LubySidoff@Gmail.com)

Project: Gulf Front Lagoon Bldg 1-2 Roof Project  
502-504 S. Florida Ave. Tarpon Springs, FL  
Roof Sections: 2ea  
(Approx. Roof Area 12,500 sqft each. +/-)

Scope of work: \$175.00 per Hour

- Provide guidance and advice to the client with roof system selection and best methods of replacement or recovering the existing roof.
- Help with scope of work selection based off existing bids received and advice on any suggested alterations that may be needed.
- Phone calls and site visits will be billed in 30min increments and shall include any travel time from portal to portal.
- Quality Assurance inspections can be performed for the client during the project at an added cost of \$750.00 per inspection. The frequency of the inspections will be determined upon the length of the project and the quality of work being performed.

Scope & Specifications: \$2,950.00

- Perform a Pre roof inspection prior to writing specifications and note flashing details and terminations that will be needed to meet all manufactures warranty requirements.
- Provide a Written scope of work and provide Florida Product approvals, manufacture specifications and details for bidders to bid from to gather comparable and competitive bids.
- Include in the bid package any client requirements and contracts for contractors to review and bid by.
- Hold a pre-bid meeting onsite with all contractors to discussions of staging areas, work schedule etc. these areas will be discussed and decided on at this time or prior to the meeting.
- Send out communications to all attendees of the pre-bid meeting to list all notes taken and items discussed not already listed in the bid package.
- Receive at least 3 competitive bids and review bid results with the client to determine the best contractor for the project. The bid due date will be determined later.
- Notify bidders of bid placement once client has reviewed the bids and approved the bid tabulations.

Quality Assurance Inspections: \$3,000.00

- Review the provided specifications and the installation guidelines for the system being installed.
- Perform 4ea visual inspection of the completed roofing, observing the flashings, seams and roofing details, marking all items found that may be a point of water entry into the system.
- Hand tools may be used to check laps, seams and voids found during the visual inspection.
- Also inspect gutters, downspouts, scuppers, walls etc. (as they apply)
- Found possible defects will be marked using construction grade marking paint or Markers/crayons.
- Defects marked on the roof will be photographed and documented on the report.
- Provide a Written Report explaining the defects found so the contractor can make the needed repairs.
- No warranty or guarantee will be provided or implied, all roof reports only reflect the condition of the roof during the time of the inspection that were visibly found.
- No destructive testing will be performed during the inspections unless suspected defects are found.
- If additional inspections are needed, the per inspection price shall be calculated at a rate of \$750.00ea



## CONSULTING AGREEMENT

This Agreement (the "Agreement" or "Contract") is made between Florida Roof Consulting & Inspection Services LLC (the "Consultant") and \_\_\_\_\_ (the "Client") this \_\_\_\_ day of \_\_\_\_\_, for the *Project located at* \_\_\_\_\_.

### ARTICLE 1. SCOPE OF WORK

1. The Client and Consultant agree that the Consultant shall perform the following work listed in the above proposal.

### ARTICLE 2. THE CONTRACT PRICE AND TERMS OF PAYMENT

1. The estimated contract price for the services provided pursuant to Article 1 above shall be \_\_\_\_\_ (**\$2,950.00.**). Consultant's work shall be performed at the rates provided by **Exhibit "A."** or price listed above.
2. Consultant provides the contract price as an estimate only. Based on complexity or unforeseen factors, Consultant reserves the right to modify fees on an individual job basis. If Client disputes any invoices and invoice discrepancies including but not limited to price adjustments, processing fees, and add-ons, Client must give notice of such dispute to Consultant within thirty (30) days of the date on the subject invoice.
3. **Retainer.** Upon the execution of this Agreement, Consultant shall be paid a retainer of thirty-five hundred dollars (\$0.00), which shall be applied against the final invoice and/or may be applied toward any outstanding invoice at the sole election of Consultant. If requested, the retainer and any retainer replenishment will be due within ten (10) calendar days from the date of the request unless a shorter, or longer, period is specified.
4. **Invoice and Payment Policy.** *Consultant invoices monthly and payment is due upon receipt of the invoice.* Consultant reserves the right to charge interest at the rate of one and a half percent (1½ %) per month or a maximum interest allowable by law on invoices not paid within thirty (30) days of receipt by Client. In addition to invoices rendered and interest thereon, Client shall pay any and all legal and consulting fees and costs incurred by Consultant in collecting its account. Client shall pay Consultant in full regardless of how Consultant's work product is utilized.

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5. **Suspension for Non-Payment.** Any and all of Consultant's professional services, including, but not limited to reports, depositions, testimony, and time spent are the work product and property of Consultant, and will not be released until full payment has been received.
6. **Testimony Fee.** In the event Consultant is called as a witness by any party or by Client, to testify with respect to any matter about which it has obtained information while performing services pertaining to the Matter, Client shall pay Consultant its fee for its testimony and preparation in accordance with the fee schedule attached to this Agreement as Exhibit A. Consultant will credit or not bill for deposition payment received from other parties.
  - a. *A 1.33 multiplier will be added to the prevailing hourly rate, Table 1, including travel, when deposed, testifying in court, mediation, or arbitration.* Note: If Consultant is requested to make himself available or is scheduled for a specific block of time and: 1) the engagement is canceled and or changed within 7 days of the start of the scheduled time, 25% of the fee based on the prevailing hourly rate for the block of time will be invoiced, 2) the engagement is canceled and or changed within 3 days of the start of the scheduled time, 50% of the fees based on the prevailing hourly rate for the block of time will be invoiced, or 3) the engagement does not take the entire block of scheduled time, 25% of the fees based on the prevailing hourly rate for the unused portion of the block of time will be invoiced. Remaining work will be billed at the prevailing hourly rate.
7. **Rate Adjustment.** Consultant reserves the right to adjust its rates, including those in Exhibit A. Work performed in subsequent years will be billed at the adjusted rates. Rates for any individual are subject to change at any time if Consultant changes an individual's category.

### ARTICLE 3. TERMS AND CONDITIONS

1. **Nature of Work.** Consultant shall perform the work described herein. In the event of a conflict between this document, and any other contract documents, these terms and conditions shall govern and control. Consultant does not provide engineering, or architectural services. It is the Client's responsibility to retain a licensed architect or engineer to determine proper design and code compliance even if Consultant provides Project specifications. As used in this Agreement, (a) the word "or" is not exclusive, (b) the word "including" is always without limitation, (c) "days" means calendar days and (c) singular words include plural and vice versa.
2. Consultant shall perform the work based upon his experience as a professional generally familiar with the industry as well as current construction industry and market conditions. However, the construction industry and market conditions are volatile and sudden changes or price increases may occur. Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining pricing, or over competitive biddings or market conditions. As such, Consultant, if providing Project specifications, cannot and does not guarantee that the specified work can be performed as specified. If opinions of cost are included in Consultant's scope of work, which are subject to the foregoing, Consultant cannot and does not guarantee that proposals, bids, or the actual construction costs will not vary from Consultant's opinions or estimates of probable construction cost. Establishment or verification of construction cost is not within the scope Consultant's services.
3. **Commencement of the Work.** Consultant reserves the right to withdraw this proposal at any time prior to its acceptance or cancel this Agreement prior to work starting in the event the cost to complete the work varies from the initial standard pricing due to a typographical or mathematical error. Work shall commence within a reasonable time.
4. **Ownership of the Work.** All documents prepared or furnished by the Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the project(s). Re-use or modification of any such documents by Client without Consultant's written permissions, is



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- prohibited. Client agrees to indemnify and hold Consultant harmless as well as defend and assume complete responsibility of all claims, damages and expenses, including court costs and, attorney's fees arising out of unauthorized reuse by Client or by others acting through Client.
5. **Use of Electronic Media.** When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Consultant at the beginning of the project. Any and all documents transferred to Client shall be considered "Read Only" and shall not be modified or reused by the client.
  6. **Failure To Return Signed Agreement.** Should Client neglect to sign and return this Agreement prior to Consultant's performance of its work on the Matter, Consultant will consider the Client's direction to Consultant to perform and/or payment of the requested retainer as ratification and acceptance of all terms and conditions.
  7. **Damage and Delays.** Consultant shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, delays in transportation, fires, weather conditions, strikes, war or other causes beyond Consultant's reasonable control, including delays caused by any act or neglect of Client, by any separate Consultant employed by the Client, or by changes ordered by the Client in the work. In the event of any of the foregoing, Consultant's time for performance under this proposal shall be extended for a time sufficient to permit completion of its work.
  8. **Back charges.** No back charge or claim for payment of services rendered or materials and equipment furnished by Client to Consultant shall be valid unless previously authorized in writing by Consultant and unless written notice is given to Consultant within five (5) days of the event, act or omission which is the basis of the back charge.
  9. **Dispute Resolution.** If a dispute shall arise between Consultant and Client with respect to any matters or questions arising out of or relating to this Agreement or the breach thereof, arbitration shall be administered by and conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties mutually agree otherwise. This Agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in any Court having jurisdiction thereof. Collection matters may be processed through litigation or arbitration at the discretion of Consultant. This Agreement shall be governed by the laws of the State of Florida. Venue of any proceeding arising out of this Agreement shall be **Hillsborough County, Florida**, unless the parties agree otherwise. Should Consultant employ an attorney to institute litigation or arbitration to enforce any of the provisions hereof, to protect its interest in any matter arising out of or related to this Agreement, Consultant shall be entitled to recover from the Client all of its attorney's fees and costs/expenses incurred therein, including attorney's fees, and costs/expenses incurred at mediation, administrative, appellate or bankruptcy proceedings. In the event any collection matter is brought by Consultant in litigation, **THE PARTIES KNOWINGLY, VOLUNTARILY, IRREVOCABLY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF OR PERTAINING TO THE AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PERSON OR PARTY RELATED TO THIS AGREEMENT; THIS IRREVOCABLE WAIVER OF THE RIGHT TO A JURY TRIAL BEING A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.**
  10. **Construction and Interpretation.** Each provision of the Agreement shall be construed as if both parties mutually drafted this Agreement. If a provision of this Agreement (or the application of it) is held by a court or arbitrator to be invalid or unenforceable, that provision will be deemed separable from the remaining provisions of the Agreement, will be reformed/enforced to the extent that it is valid and enforceable, and will not affect the validity or interpretation of the other provisions or the application of that provision to a person or circumstance to which it is valid and enforceable. Headings are for convenience only and do not

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affect interpretation. This Agreement records the entire agreement of the parties and supersedes any previous or contemporaneous agreement, understanding, or representation, oral or written, by the parties. All documents/exhibits referred to in this Agreement are an integral part of the Agreement and are incorporated by reference. Client acknowledges that it has read/agreed to all incorporated documents and exhibits. Any indemnification, duty to defend and/or hold harmless provision shall survive the termination of this Agreement.

11. **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

#### **ARTICLE 4. INSPECTION OR REPORT.**

If the Client requests Consultant perform an inspection, infrared scan, take thermographic images, perform destructive testing or provide a report, the following terms shall apply in addition to the terms in this Agreement outside of this Article:

1. **Scope of Work.** Consultant shall perform the following work:  
    See Proposal; and upon receipt of payment, Consultant shall provide images and report to Client as described below.
2. Consultant's Fee for the work provided pursuant to the preceding paragraph (Article 4, paragraph 1) shall be \_\_\_\_\_ (**\$2,950.00**) Consultant's Fee shall be due on the first day upon which Consultant takes infrared images of the Project (the "Due Date"). Following receipt of payment, Consultant will provide infrared images and/or a report to Client within seventy-two (72) hours. **RECEIPT OF PAYMENT IS A CONDITION PRECEDENT TO THE RELEASE OF ANY IMAGES OR WRITTEN REPORT!**
3. Consultant provides the Consultant's Fee as an estimate only. Based on complexity or unforeseen factors, Consultant reserves the right to modify fees on an individual job basis. If Client disputes any invoices and invoice discrepancies including but not limited to price adjustments, processing fees, and add-ons, Client must give notice of such dispute to Consultant within thirty (30) days of the date on the subject invoice.
4. **Intent of Inspection.** The scope of work of the inspection and report is to inform Client of existing conditions/anomalies or if infrared is used, to whether or not thermal anomalies were detected based upon infrared imaging observations and opinions made on the date of the inspection for the subject area(s). It is not within the intent or scope of the work and/or report to determine insurability, habitability, suitability of use, life-span, maintenance issues, and/or any other issues not specifically named in the report.
5. **Scope of Inspection.** The content of any report is based solely upon visual, impedance or infrared observations made the day of the inspection. Opinions have been/will be formed based upon the inspector's personal knowledge and experience and not upon any codes, laws, rules regulations or other requirements. Compliance with same is not within the scope of work of the report.
6. **Method of Inspection.** The visual, impedance or infrared inspection (and any associated work) is not a formal engineering inspection. Observations have been/will be made only on a visual basis and only for areas readily open to viewing. No equipment or instruments other than a digital camera, moisture meter or infrared imaging device shall be used.
  - a. No destructive testing shall be performed and no work, equipment or items shall be disassembled, unless expressly provided for herein.
  - b. In the event core tests or destructive testing is agreed to by the parties and performed, repair of the "core section" or area of destructive testing is the responsibility of others and not Consultant unless otherwise agreed to by the parties. Client, its insurers, employees, agents, assigns, and predecessors and successors in interest, by operation of law or otherwise, release Consultant from any and all liability and shall indemnify, defend and hold harmless Consultant from any and all claims, damages, costs, fees or expenses arising out of or related to the core testing.

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7. **Limitation of Inspection.** The visual, impedance and/or infrared inspection will, generally, produce a competent assessment of the apparent conditions existing at the time of the inspection. The inspection procedure is not intended to be exhaustive. Client acknowledges and agrees that an inherent risk remains that undiscovered problems may exist and/or future problems may develop. The content of any report should be considered as an opinion of apparent conditions of the area(s) inspected and not engineering fact. No moisture, mold or air quality tests were performed unless stated in the report. The inspection and report do not include the inspection or testing of any toxic substance or wood destroying organisms.
8. **Deck.** Client agrees to provide Consultant with adequate access to electricity and other utilities as needed, the work site, and the work area adjacent to the structure. Client warrants that structures on which Consultant is to work are in sound condition and capable of withstanding infrared moisture survey operations and/or roofing operations, as necessary. Should concealed or unknown conditions in an existing structure be at variance with conditions indicated in the description of the work to be performed from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, the Agreement price shall be equitably adjusted upon notice thereof from the Consultant to the Client.
9. **Asbestos and Toxic Materials.** The cost for testing/abatement for asbestos is the sole responsibility of the Client. This proposal and contract is based on Consultant not coming into contact with asbestos-containing or toxic materials ("ACM"). Consultant is not responsible for expenses, claims or damages arising out of the presence, disturbance or removal of ACM. Consultant shall be compensated for additional expenses resulting from the presence of ACM. Client agrees to indemnify, defend and hold harmless Consultant from and against any liability, damages, losses, claims, demands or citations arising from the presence of ACM.
10. **Insurance.** Consultant shall carry automobile and commercial general liability (bodily injury and property damage) insurance. Consultant will furnish a Certificate of Insurance, evidencing the types and amounts of its coverage, upon request. Client shall purchase and maintain builder's risk and property insurance, including the labor and materials furnished by Consultant, covering fire, extended coverage, malicious mischief, vandalism and theft on the premises to protect against loss or damage to material and equipment and partially completed work until the job is completed and accepted. Moneys owed to Consultant shall not be withheld for any reason of any damage or claim against Consultant covered by liability or property damage insurance maintained by Consultant or claims covered under builder's risk insurance. Due to the nature of the work to be done at Client's request, the Client takes sole responsibility for any damage done to curbs, walkways, driveways, structures, septic tanks, HVAC, utility lines, pipes, landscaping, appurtenances, person(s) or real or personal property at the job location. Consultant is not responsible/liable for any hairline cracks, or any cracks, in the ceiling due to the removal and reinstalling of the roof or any damage caused by dust or debris caused by Consultant's work. Consultant is not liable for damage to person or property caused by nails, and Client agrees that it will take the appropriate precautions to avoid said damage.
11. **Interior Protection:** Client acknowledges that any roof work on an existing building may cause disturbance, dust or debris to fall into the interior. Client agrees to remove or protect property directly below the roof in order to minimize potential interior damage. Consultant shall not be responsible for disturbance, damage, and cleanup or loss to interior property that Client did not remove or protect prior to commencement of roofing operations. Client shall notify tenants of the need to provide protection underneath areas being worked on. Client agrees to indemnify, defend and hold Consultant harmless from claims of tenants who were not so notified and did not provide protection.
12. **Safety.** Client warrants there will be no live power lines on or near the roof servicing the building where Consultant will be working and that Client will turn off any such power supplies to avoid electrocution risk to Consultant. Client will indemnify Consultant from personal injury and other claims and expenses if Client fails to turn-off power so as to avoid injury to Consultant' personnel or resulting from damage to undisclosed or concealed electrical or other utility lines. Client shall shut down roof located electronic equipment that

emits or receives radio frequency wave when Consultant is working on the roof so that Consultant' personnel will not be subject to radio frequency waves or electromagnetic radiation while working on the roof and shall indemnify and hold Consultant and its personnel harmless from any personal injury claims resulting from a failure by Client to do so. It is expressly understood that Consultant does not grant permission of any person to use Consultant's ladders or other equipment. Client shall disclose any conditions which may affect the validity of any infrared services performed on the Project.

13. **Availability of Site.** Consultant shall be provided with direct access to the work site for the passage of trucks and direct access to the roof. Consultant shall not be required to begin work until underlying areas are ready and acceptable to receive Consultant's work and sufficient areas of roof deck are clear and available and free from water or debris to allow continuous full operation. The expense of any extra trips by Consultant to and from the job as a result of the job not being ready for the work after Consultant has been notified to proceed will be charged as an extra.
14. **Warranty.** Should thermal imaging be performed, Consultant warrants its findings will be or have been presented after being prepared in accordance with generally accepted practices of (NAIS) National Association of Infrared Surveyors, and appropriate industry standards. Except as expressly provided herein, in no event, whether based on contract, warranty (express or implied), tort, federal or state statute or otherwise arising from or relating to the work and services performed under the Agreement, shall Consultant be liable for special, consequential, or indirect damages, including loss of use or loss of profits. Consultant and Client agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client is limited to the dollar amount of the Agreement for any and all injuries, damages, claims, expenses or claim expenses including attorneys' fees arising out of or relating to this Agreement regardless of whether it is based in warranty, tort, contract, strict liability, negligence, errors, omissions, or from any other cause or causes.
15. **Existing Conditions.** Consultant is not responsible for leakage through the existing roof or other portions of the building. Consultant is not responsible for damages or leaks due to existing conditions or existing sources of leakage simply because Consultant started work on the building.
16. **Mold.** In the event of an infrared image device is used, the infrared moisture survey is not a mold survey. Infrared surveys can detect anomalies in surface temperature which may be caused by moisture which is a necessary element for mold growth to occur but will not directly detect the presence of mold. Consultant disclaims all liability for all claims, disputes, rights, losses, damages, causes of action or controversies ("Claims") pertaining to Mold, including Claims arising out or relating to the detection, removal, disposal, or remediation of Mold, whether those Claims arise in law, equity, contract, warranty, tort, or federal or state statutory claims, and whether those Claims are based on the acts or omissions of Consultant or individuals or entities under Consultant's control. The Client is solely liable and responsible for all damages, whether actual or consequential, caused by Mold and incurred by Client, Consultant or third parties.
17. **Omission.** The use of a thermal imaging camera has certain limitations and it may not detect all moisture related conditions behind concealed surfaces. It is Client's duty to notify Consultant in writing within 3 days of the occurrence of any claim, defect or deficiency arising out of work, services or materials provided by Consultant under this Agreement ("Occurrence"). Failure of the Client to provide written notice of the Occurrence shall result in the Client waiving all claims that may be brought against Consultant arising out of or relating to the Occurrence, including claims arising in law, equity, contract, warranty (express or implied), tort or federal or state statutory claims.
18. **Confidentiality.** The inspection report is for sole, confidential and exclusive use of the Client and its agents. The report, or any portion thereof, is not intended to benefit any person(s) not a party to this Agreement. If directly or indirectly Client allows the report or any portion thereof to be disclosed or distributed to any third party, Client agrees to indemnify and hold harmless Consultant from claims brought by third parties arising from the inspection or the report.

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**CLIENT**

**Florida Roof Consulting & Inspection Services LLC**

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

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

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

Name: **Mike Long**

Title: \_\_\_\_\_

Title: **Principal**

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

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

**Exhibit A**

Position or Function	Hourly Rate
Professional Evaluator or Expert Witness (Depositions, Mediations, Trials, etc.)	\$450 /hour
Administrative Support (i.e., gathering documents for production)	\$75 /hour
Field Inspections and writing reports	Set Rate and/or \$175+ /hour \$950.00 flat rate
All Other Consulting Services	\$175/hour
Thermal Imaging (estimated)	.05 + Per Square Foot With Minimum Fee of \$1,000
Impedance Testing of Roofs Not Conducive to Thermal Imaging	.10+ Per Square Foot With Minimum Fee of \$1,000
Roof Core Cuts (includes temporary repair with GAF Flex-Seal and/or Eterna-Bond Tape, etc.)	\$125.00 each

Costs such as mileage, tolls, CD's, postage, printing, copies, shipping, handling, etc. shall be billed at standard rates. Jobs requiring after hours, weekend, or rush services shall be subject to a 2X multiplier on the hourly rate.