

February 5, 2025

Via Email to htoapresident@gmail.com

Harborside Terrace Condominium Association
c/o Gerard Marino, President
4200 Belair Lane
Naples, FL 34103

**Re: 4200 Belair Lane-Harborside Terrace
LJA PN FL6158-240221
LJA Proposal No. 24-38690**

Dear Mr. Marino:

LJA Engineering, Inc. (“LJA”) is pleased to provide this proposal to Harborside Terrace Condominium Association (our “Client”) for services associated with the above-referenced project. We propose the services outlined in the attached **Exhibit A** in accordance with the attached Professional Services Agreement (“PSA”).

1. **ADDITIONAL SERVICES AND EXTRA WORK**

Services not specifically included above will be performed as additional services on an hourly basis, plus reimbursable expenses. Services and fees provided in this Proposal are based upon governmental rules, regulations and policies in effect at the time of execution of this Proposal. Should changes take effect during the period services are being performed and result in additional LJA work requirements, this Proposal will be modified by approval of the parties. In addition, LJA will perform additional services beyond the work described within this Proposal as requested and authorized by the Client. When such work can be identified in advance, LJA will provide a reasonable estimate for such work and written authorization obtained.

Work that is requested which is not included in the scope of this proposal (extra work) must be approved by an authorized representative prior to any time being expended towards the completion of the extra work. A duly authorized change order will be required before any extra work is conducted.

2. **TIME OF PERFORMANCE**

LJA will start services promptly upon receipt of the following: a retainer in the amount of \$ N/A and one (1) executed copy of a signed proposal. Upon receipt of the above listed, LJA will complete its work within a reasonable period of time. All funds provided as retainer shall be credited to the last project billing.

3. OUTSIDE SERVICES

Outside services not specifically included in this Proposal are as follows:

- A. Geotechnical Engineering
- B. Structural Engineering Services
- C. Transportation Planning/Engineering Services
- D. Materials Testing
- E. Hazardous Waste Assessments
- F. Legal Services
- G. Environmental/Wildlife Permitting
- H. Vertical wall design and permitting
- I. Services not specifically described in **Exhibit A** of this Proposal

4. RESPONSIBILITIES OF CLIENT

LJA's performance under this Proposal is contingent upon the Client or others designated by the Client providing LJA with:

- A. All documents, information relating to special or extraordinary considerations, existing permits, maps, deeds, easements, abstracts, surveys, topography or other information in the Client's possession relating to the project.
- B. In writing of all Client's criteria, design, construction and other requirements for the project.
- C. Any existing surveys of the property.
- D. Guarantee of access to and make provisions for LJA and subcontractors to enter upon public and private lands as required to perform their work under this Proposal.
- E. Client is responsible for all governmental permit fees.
- F. Where survey layout work is included in the scope, you are expected to provide two (2) copies of approved plans on paper media, and current AutoCAD digital files of the work. Any changes to the project throughout the length of construction will be provided to us in the formats and amounts described above. We expect to be provided with the following plans:

- Most recent Boundary Survey
- Approved Civil Engineering Plans/Site Development Plans
- Approved Architectural Plans
- Approved Structural Plans
- Approved Landscape Architecture Plans
- Approved Hardscape Plans
- Any other plan of record that describes the work to be laid out

5. FEES AND COMPENSATION

Billing for services and reimbursable expenses will be submitted on a monthly basis and will be based on progress of the work. Any of the work scope that is Time and Material will be billed in accordance with the attached Rate Schedule (**Attachment B**).

Client agrees that LJA has been selected to perform services on this project based on qualifications and expertise in the area of Civil Engineering, Land Surveying, and Land Planning. Client also agrees that the current permitting climate is unpredictable due to continually changing regulations and interpretations of same. Engineer has presented good faith budget estimates based on past performance of similar work but in no way can guarantee that these budgets will be sufficient for the successful completion of the permitting tasks represented herein, or that permits can be obtained for the Client's project.

6. PROVISIONS AND CONDITIONS

- A. Acceptance Period. This proposal is effective for a period of sixty (60) days from the date shown. If not accepted in writing within this period, the LJA reserves the right to modify any portion thereof or withdraw the proposal in its entirety.
- B. Project Coordinator. Due to the fact that this project is located in N/A and our servicing office is located in Collier County, Florida, provision of our services will need to be coordinated with the construction schedule to minimize our trips to the site and when on the site providing for the maximum efficiency of the construction layout process. Incomplete scheduling of our services may be subject to additional charges for lost time due to excessive travel.

If this proposal meets with your approval, your signature below will be sufficient authorization to commence the stated work.

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you have any questions, please call me at (239) 597-3111.

Sincerely,



James A. Carr, P.E.

JAC/lat Attachment

Attachments

EXHIBIT A
Estimated Project Budget
4200 Belair Lane-Harborside Terrace
February 5, 2025

SCOPE OF SERVICES

Client has requested a proposal from LJA for professional engineering and surveying services to investigate the condition of the existing storm drainage pipe system at Harborside Terrace Condominium. The Harborside Terrace was constructed nearly fifty years ago. There is an existing perimeter driveway and parking lot around the north, east and south of the building with driveways to Belair Lane at the north and south ends. A series of storm inlets and storm pipes generally follow the centerline of said driveway around the building with drainage outfall connection to the City’s Belair Lane right-of-way at the south end. Several building drains and covered parking canopy drains have been connected to the pipe system over the years. Residents of the building have identified concerns of parking lot flooding, slow drainage, sinking pavement and potholes, and possible pipe failures. The pipes and inlets were investigated by contractors in recent years. Copies of photos and videos and plans have been provided by the Association.

LJA will review the information provided and visit the site to investigate existing conditions. Survey data should be collected of existing storm system elevations and drainage outfall size and elevation connections to the City system. Storm inlet locations and pipe sizes should be located to prepare an engineering drawing in conjunction with City aerials and information available from previous plans. Not all existing conditions can be identified and discovered for pipes that are not visible below ground.

Plans will be prepared indicating recommended improvements and replacements of existing infrastructure. Plan review and permits are needed from City of Naples including but not limited to Site Work Permit, Right-of-Way Permit and Building Permit. A site contractor will need to be hired separately by the Association to perform repairs and installations. It is assumed that the pipe replacements will be permitted by City with a Site Work Permit including work by a general contractor. This scope does not include an Administrative Site Plan (ASP) process. The ASP is a different permitting process that is reviewed by several different City departments and typically requires public hearings and approval by City Council.

Services include the following:

1. Survey \$2,500 T/M

Collect survey elevations of existing storm inlet structures and pipe inverts at the locations visible and reasonably accessible from the pavement or ground surface. Data will be collected in an assumed datum reference of 100.00 from existing building floor, or in NAVD datum if survey control is available near the site.

2. Engineering Review of Existing Conditions and Documents \$4,000 T/M

LJA will review the plans, photos, videos, and other information provided or collected and conduct a site visit. Notations may be made identifying areas of concern from the videos on a preliminary plan for use in preparing the engineering plan. Determine preliminary repair or replacement options for purpose of recommending proposed plan and considering costs.

3.	Construction Plans and Calculations	\$6,500 T/M
	Prepare construction plans for purpose of City permitting. The plans will include a cover sheet, existing conditions sheet, drainage plan identifying proposed Improvements, erosion control plan, and detail sheets. Prepare storm pipe sizing calculations to determine minimum pipe sizes needed to maintain stormwater flow velocities and allowable head loss in the system.	
4.	City of Naples Site Work Permit	\$3,500 T/M
	Discuss project with City staff to confirm scope of the project and permits needed. Submit permit application, calculations and plans signed and sealed by a professional engineer. Upload documents and monitor through the permit process. Respond to comments posted by plan reviewers and resubmit for second review.	
5.	City Right-of-Way Permit (ROW) if necessary	\$2,000 T/M
	Prepare submittal letter, application and documents for permitting of work within the City ROW. Upload documents and monitor the process. Respond to reviewer comments and resubmit for second review.	
6.	Bid Documents	\$4,000 T/M
	Prepare a written scope request with project specifications and design plans. Send documents to recommended local site/utility contractors to request bids. Coordinate with prospective bidders to answer questions and host a pre-bid meeting. Assist with bid reviews and selection.	
7.	Construction Services	\$3,500 T/M
	Coordinate with the site contractor hired by the Association. Respond to contractor questions, review shop drawings of proposed materials. Provide limited observation during construction to witness portions of the construction for conformance with the plans.	
8.	City of Naples Inspections and Certification	\$2,500 T/M
	Conduct site walk through with City staff upon project completion. Prepare a Stormwater Certification of the system as constructed based on our involvement during construction and based on surveyor as-builts. (survey not included, to be provided by contractor).	
9.	Reimbursables	\$ T/M
TOTAL		\$28,500 <u>T/M</u>

T/M = Time and Materials. Billings will be based on actual time and materials expended in accordance with our rate schedule. Budgets given are an approximate amount.

NOTE: All review fees paid to agencies to be supplied by Client. Building permit not included.

ATTACHMENT B

HOURLY RATE SCHEDULE (Effective July 1, 2024) FOR COMPENSATION, BILLING AND PAYMENT

Schedule of Hourly Rates

Professional VI	\$275
Professional V	\$220
Professional IV	\$195
Professional III	\$160
Professional II	\$150
Professional I	\$140
Tech VI	\$180
Tech V	\$160
Tech IV	\$130
Tech III	\$110
Tech II	\$ 92
Tech I	\$ 90
Admin	\$ 92
4-Man Survey Crew	\$260
3-Man Survey Crew	\$220
2-Man Survey Crew	\$180
1-Man Survey Crew	\$150

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of Hourly Rate x 1.5/hour.

Reimbursable Expenses

Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle other than survey / Project representative will be charged at the current IRS mileage rate per mile. Survey / Project representative vehicle mileage will be charged at a rate of \$0.73 per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 15% service charge.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to change at LJA's discretion to reflect increases in costs of operation, inflation, etc.