



Proposal for Consulting Services

**Grand Panama Beach Resort
11800 Front Beach Rd.
Panama City Beach, FL 32407**



**Prepared for:
Mr. Craig J. Kobel
Altieri Transco American Claims
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INTRODUCTION

GCI Consultants, LLC (GCI) is pleased to present this proposal to Altieri Transco American Claims (Client), to provide Consulting Services at Grand Panama Beach Resort in Panama City Beach, FL as described herein.

SCOPE OF SERVICES

Subject to the attached Terms and Conditions and other provisions of this agreement, GCI will provide Consulting Services for a flat fee, including all time and expenses as presented below:

Task	Fee	Initials
<ul style="list-style-type: none"> Conduct a detailed visual examination of every accessible windows and doors in 305 units and common areas. Provide a written report in digital format upon completion. 	\$76,110.00	

*Additional services available TBD

PAYMENT TERMS

Payment terms will be 50% deposit up front and balance due before delivery of report.

Failure to provide access to all the required units during the inspection period may result in a change order for the additional cost incurred.



CONTRACT AGREEMENT ACCEPTANCE

GCI Consultants, LLC

By: Paul E. Beers
CEO/Managing Member

Date:

Altieri Transco American Claims

By:
Signed: _____

Printed Name: _____

Title: _____

Date: _____



TERMS AND CONDITIONS

ARTICLE 1 STANDARD OF CARE FOR CONSULTING SERVICES

- 1.1 The Services provided by GCI shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality as the Project. Data, interpretations, and recommendations by Consultant will be based solely on information discovered by, or made available to, Consultant during the course of the engagement.
- 1.2 While GCI employs Professional Engineers, no Professional Engineering services are anticipated pursuant to this Agreement unless otherwise expressly stated in our Agreement.
- 1.3 **PURSUANT TO FLA. STAT. 558.0035, ANY INDIVIDUAL PROFESSIONAL ENGINEER EMPLOYED BY GCI AND/OR AN AGENT OF GCI MAY NOT BE HELD INDIVIDUALLY LIABLE FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT. THIS PROVISION SURVIVES THE TERMINATION, FOR ANY REASON, OF THIS AGREEMENT.**

ARTICLE 2 PAYMENTS TO GCI

- 2.1 **RETAINER:** If a retainer is specified by this agreement, Client is required to remit such retainer prior to initiation of the Services.
- 2.2 **INVOICES:** GCI may incrementally bill the Client as services are provided. All GCI invoices shall be due and payable upon issuance and shall accrue interest at the lesser of 1.5 percent per month or the maximum rate allowed by law unless GCI receives full payment within 30 days of issuance.
- 2.3 **PAYMENT:** The Client is primarily liable for GCI's services and shall pay GCI without regard to whether the Client has been paid. Payment shall be delivered to GCI's main office in West Palm Beach, Florida.

ARTICLE 3 INSURANCE

- 3.1 At the time of this agreement, GCI may have certain insurance policies providing for professional liability coverage, commercial general liability coverage, and/or other types of coverages; however, GCI is not required by this agreement to maintain such coverages and such coverages are subject to change at any time, including the termination of such insurance policies.

ARTICLE 4 TERMINATION

- 4.1 Either party may terminate this agreement with or without cause upon ten (10) days written notice. GCI may immediately terminate this agreement for nonpayment. Time is of the essence with respect to any payments due to GCI. In the event of termination, GCI shall be released from the agreement obligations in its entirety.
- 4.2 GCI shall be entitled to payment in full for all services rendered through the termination date either on a percentage basis of the fee or pursuant to GCI's Standard Fee Schedule. The termination of this Agreement, for any reason, does not terminate GCI's right to payment and



interest.

ARTICLE 5 MISCELLANEOUS

- 5.1 **ASSIGNMENT:** This agreement may not be assigned without the express written consent of all parties to this agreement.
- 5.2 **ENTIRE AGREEMENT:** This Agreement constitutes the complete and entire agreement between the parties and revokes and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral.
- 5.3 **ELECTRONIC SIGNATURES:** GCI or the Client may sign this or any other agreement between the parties by e-mail or facsimile which shall have the same force and effect as a hand-written signature.
- 5.4 **NO BENEFICIARIES:** GCI is a consulting firm and is not an employee of the Client. GCI and the Client have entered this agreement for the purpose of GCI providing consulting services solely to the Client and they do not intend to create nor do they hereby create any third-party beneficiaries to this agreement. The only beneficiaries of this agreement are GCI and the Client. Although it is recognized that others may benefit from the work performed by GCI, those benefits, if any, are simply incidental to the contract. The Client is the only intended beneficiary of the services performed by GCI.
- 5.5 If any provision or part of a provision of this Agreement is deemed unenforceable or invalid for any reason, the remaining provisions shall remain enforceable, valid, and binding between the parties to this Agreement. This provision survives the termination, for any reason, of this Agreement.
- 5.6 A waiver of any provision or part of a provision of this Agreement, shall not be deemed as a waiver of any other provision of this Agreement. This provision survives the termination, for any reason, of this Agreement.