



November 9, 2018

To: Board Members
Biscayne Cove Condominium
18151 NE 31st Court
Aventura, FL 33160

Re: Proposal for Engineering Services

Dear Board Members:

Thank you for the opportunity to provide the following proposal relative to engineering services associated with possible structural repairs to the two towers at your property. The survey will be done from the exterior side of the building with swing stages provided by License General Contractor, the price for installation and removal is not included in our cost.

As is common practice for this type of work, this proposal addresses three separate phases of the engineering services. Phase I is the initial damage survey and report; If repairs are required the following steps will be followed: Phase II is bidding the job to contractors, and Phase III is the inspections and oversight during actual construction. An estimate of the cost for Phases I and II is included herein. Once we've completed the initial inspections and report (Phase I) and know how much work is involved, how long the project would last, etc., we can also give you estimates for the Phase III services (construction phase), and even entertain a Not to Exceed price for the entire project. You may also stop our services at any time with a seven-day written notice.

If you have any questions about the following, please feel free to call me directly. We look forward to starting a relationship with Biscayne Cove Condominium., and I can assure you that we will make every effort to make certain you are satisfied with our services.

GENERAL OFFER OF SERVICES

Under this agreement, ACG Engineering Services, Inc., a licensed and registered Professional Engineering firm in the State of Florida, offers the following services relative to the subject repair project:

Phase I – Inspections / Reports: The Consulting Engineer's role during the initial phase of most repair projects is to assess the extent and types of repairs necessary, and detail such repairs in a report, along with recommendations on priorities, etc. Such activities would include:



Building Condition Survey: Included in this work is a complete inspection of the window seals, walls, columns, beams, roofs, balconies and other related forms of damage, of the two towers. Initial inspections are conducted visually, in order to outline the extent and specific types and methods of repairs needed. Depending on our findings we will recommend a couple of exploratory test, done by a separate contractor of your choice, to determine the extent of the damage.

Quantity Estimates: The General Contractor will usually approach a restoration contract based on a unit price basis (i.e. per cubic foot of concrete to be repaired, square feet of wear deck or pavers removal). It is the engineer's responsibility to determine how much material is removed and replaced based on his assessment of necessity to address structural issues and possible waterproofing issues. Accordingly, our office will make an initial assessment of the various problems and estimate quantities of each repair type, as well as replacement systems. This assessment is based on a combination of results of the above survey and experience.

Written report / recommendations: A Survey Report detailing the inspection results for each area will be prepared for the Board. Quantity summaries and an approximate estimate of project cost are included along with specific recommendations on preventative measures and priorities. Please keep in mind; however, that no method exists to date that predicts structural damage within concrete structures with a high degree of accuracy. Regardless of the building, initial cost estimates are largely based on the engineer's judgment and experience.

Phase II – Specifications, Bidding, and Selection of Contractor: After the scope of the project has been fully defined, and should the Board members decide to move forward with a repair effort, the next phase of the project requires the Engineer to prepare specifications for contractor bids, review submissions and assist with contractor selection.

Preparation of Repair Specifications: Signed and sealed Engineering Specifications in accordance with accepted practice of the American Concrete Institute, the International Concrete Repair Institute, and Florida Building Code, acceptable to local codes and building officials.

Prepare Bid Packages: Documents for submittal to contractors, including instructions to bidders, AIA contract, supplemental conditions, bid forms and specifications are prepared.

Contractor Qualification: The Engineer will assist the Owners in selecting several contractors to bid the project. We work with 8 to 10 contractors specializing in restoration. However, we will also consider recommendations made by the Board. The Engineer reviews contractor qualifications and insurance / bonding documents before considering him as a potential candidate for the project.

Bid Review / Contract Negotiations: The Engineer will coordinate a pre-bid meeting at the building and assist the Board in obtaining comparable bids. The Engineer meets with building management



to discuss specifics of the submitted contractor bids, assesses price sensitivities, determines if some repairs can or should be delayed, and assists in negotiating with a qualified and competent contractor.

Contract Documents: The Engineer will assist in preparing and reviewing final contract documents.

Phase III - Construction Phase: During the repair / construction phase, the Engineer will serve to oversee the project as a structural inspector. Specifically, the following services may be performed:

Onsite Inspections / Inspection Reports: Inspections are conducted as required to assess and advise the contractor regarding limits of excavation, maintain quality and adherence to specifications. Inspection reports are prepared after each inspection to document completion, and to address construction issues.

Coordination with Contractor: Coordination assures questions are answered; inspections are scheduled as necessary, construction moves ahead and to keep abreast of any issues that may arise.

Verification of Quantities: As a cross-check against original estimates and to keep track of project cost, the Engineer reviews and approves all quantities prior to payment.

Resolution of Issues: The Engineer assists the owners and the contractor in resolving contract issues relative to the repair project.

Additional Requests as May Arise: This is to address the many and varied requests of the owners, which often arise and are not foreseen by either party.

FEES FOR SERVICES (BOTH BUILDINGS)

Fees for Services: Charges will be determined by an hourly charge as follows:

Engineering services (P.E.) -----	\$185 per hour
Engineering services (Staff Engineer) -----	\$110 per hour
Minimum onsite inspection charge -----	2.0 hours
Travel -----	Included
Mileage -----	Included



COST ESTIMATESM (BOTH BUILDINGS)

Survey, Reports)

Building stucture, roof, window seal, etc.	80	hours	x	\$110	=	\$	8,800
CAD Drawings	10	hours	x	\$110	=	\$	1,100
Report	12	hours	x	\$110	=	\$	1,320
Metting with Owners to Discuss Findings	4	hours	x	\$185	=	\$	740
						\$	11,960

Phase I
(fixed price)

(Specifications, Contractor Coordination, Etc)

Repair Specifications (If Required)					=	\$	2,000
Contractor Meetings, Additional Coordination, Etc.	10	hours	x	\$110	=	\$	1,100

Phase II
(not to exceed price)

PLEASE NOTE: Phase I price is a fixed price for the limited damage survey and report of \$11,960. The following steps will be followed after the scope of work has been defined: Phase II is a not to exceed price for the specifications and any drawings necessary, and includes up to 10 hours spent in bidding the project, meetings, and coordination work leading up to a contract with the general contractor. Four hours is usually sufficient for this phase of the engineering work under normal circumstances. Phase III will be quoted once the association has defined the scope of work to be followed and the extent of the repairs to be done and can be negotiated as a not to exceed price.

Please Note: The above are good faith estimates based on the scope of work outlined above and for typical restoration projects. Actual costs may vary. For work requested outside the scope of work, our office will request a change order be approved and will not proceed with work until you have agreed to such.

As agreed to this date as an offer of service,

Respectfully,

Andres Caicedo
President



CONTRACT BETWEEN OWNER AND ENGINEER

Agreement made as of the _____ day of _____ in the year of Two Thousand and Eighteen between the Owner; Biscayne Cove Condominium, 18151 NE 31st Court, Aventura, Florida 3333160, (the OWNER), and the Engineer; ACG Engineering Services, Inc., 8965 Watercrest Circle E, Parkland, Florida, 33076 (the ENGINEER). The OWNER and the ENGINEER agree as set forth below.

GENERAL CONDITIONS

Opinions of Cost:

Since the ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the ENGINEER'S opinions of probable Total Project Costs and Construction Cost provided for herein are to be made on the basis of the ENGINEER'S experience and qualifications and represent the ENGINEER'S best judgment as an experienced and qualified professional Engineer, familiar with the construction industry; ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by the ENGINEER. ENGINEER is also not responsible or liable for any defects in the work performed by the contractor. ENGINEER will oversee the work generally for compliance with contract and building code requirements but is not present at all times and does not take responsibility for any defects in work performed by the contractor.

Basic Compensations:

Basic compensation shall be computed as follows: Conducting the Construction services, the ENGINEER will serve a Not to Exceed cost for the project as detailed under the Scope of Work section of this contract *There is a 2-hour minimum charge for any visit to the Project site.

Terms of Payment:

Payment for services is due within 15 days of billing. Billings occur twice each calendar month for services to date. ENGINEER may suspend further services without notice for any charges that remain outstanding more than 30 days after billing. Delinquent payments shall accrue interest at the rate of ten percent (10%) per annum. Additional time spent relative to notifications, filings, and similar activities relative to late and unpaid bills shall be billable to the Association.

Termination:

This Agreement may be terminated by either party by providing not less than seven (7) days written notice to the other party for material failure to perform its respective obligations, providing the terminating party is not in default at the time notice is given. Upon termination, the Engineer shall be paid for Services rendered through the date of termination and shall be paid for all reasonable



expenses resulting from such termination and for any unpaid reimbursable expenses. Either party may terminate this Agreement for convenience. The Association and Engineer acknowledge and agree that a termination for convenience under this paragraph will only require the Association to pay Engineer for Services performed and approved by the Association through the date of termination and no other compensation. The terminating party will provide the other party with seven (7) days written notice before the termination for convenience becomes effective. Once notice of a termination for convenience is delivered to the other party, the Engineer will initiate all steps not to incur any further fees, costs and expenses absent the express written consent of the Association. In the event of termination for cause or convenience, Engineer and its Engineers and sub-consultants grant to the Association a non-exclusive license to use and copy all Instruments of Service prepared by Engineer for the purpose of performing repairs, alterations, or improvements to *this Project only* upon payment to Engineer for all amounts due under this Agreement.

Reuse of Documents:

All documents including Drawings and Specifications prepared or furnished by the ENGINEER (and ENGINEER'S independent professional associates and consultants) pursuant to this Contract are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. The OWNER may make and retain copies for information and reference in connection with the use and occupancy of *this Project only* by the OWNER and others; however, such documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the Project or on any other project. Any reuse of Engineers instruments of service without written verification or adaptation by the ENGINEER for the specific purpose intended will be at the OWNER'S sole risk and without liability or legal exposure to the ENGINEER, or to the ENGINEER'S independent professional associates or consultants, and the OWNER shall defend, indemnify, and hold harmless the ENGINEER and the ENGINEER'S independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER, but in no case less than the hourly rates stated for Engineering Services in this Agreement.

Indemnification:

The ENGINEER shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority bearing on the safety of persons and property and their protection from damage, injury or loss. ENGINEER shall indemnify and hold harmless the OWNER, its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including tile loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the ENGINEER, its employees, agents and consultants or anyone directly or indirectly employed by any of them. Nothing in this paragraph may be construed as requiring



ENGINEER to defend, indemnify, or hold harmless any party for its own negligence. In any and all claims against the OWNER, or any of their agents or employees by any employee of the ENGINEER, any Sub-Consultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the ENGINEER or any Sub-consultant under workers, or workmen's compensation acts, disability benefit acts or other employee benefit acts. The foregoing indemnity from the ENGINEER shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property, resulting from their negligence, recklessness or intentional wrongful misconduct of the ENGINEER, and persons employed or utilized by the ENGINEER relating to the performance of Work as described in this Contract. The indemnification as provided in this paragraph shall be subject to a monetary limitation of One million (\$1,000,000.00) Dollars which the OWNER and the ENGINEER both acknowledge that this amount bears a reasonable commercial relationship to this Contract. This provision shall survive the termination or expiration of this Contract.

Disputes:

If any dispute arises in connection with the performance of any obligation under this Agreement, the parties agree to consult with each other and consider the use of mediation or other form of alternative dispute resolution prior to resolving to litigation. Pending resolution of any dispute, the Engineer shall continue to perform its obligations under the Agreement and be compensated for any amounts not in dispute to minimize interruptions in construction of the Project. Mediation will be conducted in Palm Beach County using the services of a mediator certified by the Florida Supreme Court. In the event of any action, litigation or proceeding of any type regarding or relating to performance of this Agreement, the prevailing party shall be entitled to recover its reasonable costs and attorney's fees at all trial, appellate, and bankruptcy levels. The venue for any litigation arising from the Agreement shall be in a Court of competent jurisdiction in the Florida County where the project is located.

NO PERSONAL LIABILITY:

PURSUANT AND SUBJECT TO FLORIDA STATUTES, SECTION 558.0035, THE ASSOCIATION AGREES THAT ANY INDIVIDUAL PERSON EMPLOYED AS A DESIGN PROFESSIONAL BY ENGINEER OR AN AGENT OF ENGINEER SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT. FURTHER, THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION AND/OR TERMINATION OF THIS AGREEMENT AND THE COMPLETION AND/OR TERMINATION OF THE SERVICES PROVIDED BY ENGINEER.



This agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is delivered to the Owner and the other to the Engineer.

OWNER/ POSITION

ENGINEER/ POSITION

Biscayne Cove Condominium Association
18151 NE 31st Court
Aventura, Florida 33160

Andres Caicedo/ President
ACG Engineering Services, Inc.
8965 Watercrest Circle E
Parkland, Florida 33076