



**KWA Engineers, LLC**  
Consulting Structural Engineers

October 14, 2014

Ms. Sylvia Dowling, President-Board of Directors  
Ms. Ray Stoudt, Maintenance Manager  
Aliko Condominium  
2828 North Atlantic Avenue  
Daytona Beach, FL 32114

**RE: REVISED Engineering Services Proposal for Building Evaluation and Repairs**

Dear Ms. Dowling and Mr. Stoudt,

Thank you for meeting with me today to discuss KWA Engineers proposal for service at the Aliko Condominium. As per our discussions, the following proposal has been updated with the following:

- Phase One services now include the Optional Report of Professional Findings at no additional cost to the Association.
- The Contract has been modified making Ms. Dowling the signatory and the name of the Client and Owner on the Contract has been changed from "Aliko Condominium Association, Inc." to "The Aliko Management Association, Inc."
- The Contract has been modified to make the final 50% of Phase One Fees due when the Report of Professional Findings is provided rather than at the completion of the Survey.
- The date has been changed on the headers and Contract to reflect today's date.

All other items, including the original cover sheet remain unchanged. Please don't hesitate to contact me directly if I can be of any further service.

Yours Sincerely,

A handwritten signature in cursive script that reads "Heather Hamilton".

Heather Hamilton  
Branch Manager, KWA Engineers, LLC



**Original Cover Letter:**

September 25, 2014

Ms. Ray Stoudt, Maintenance Manager  
Aliko Condominium  
2828 North Atlantic Avenue  
Daytona Beach, FL 32114

**RE: Engineering Services Proposal for Building Evaluation and Repairs**

Dear Mr. Spoudt,

KWA Engineers, LLC (KWA) is pleased to submit this proposal to provide Engineering services leading to the repair and protection of the 21-story multi-family structure known as Aliko Condominium located at the above address. Our proposal provides for a turnkey repair project to include determination of the extent of structural damage currently present, creation of repair drawings and specifications, coordination of a professional bid process with pre-qualified General Contractors and to provide Work in Progress oversight of both field and administrative processes in relation to the repair project.

**BACKGROUND INFORMATION**

Aliko Condominium was visited by KWA Branch Manager Heather Hamilton on Wednesday, September 24, 2014. The following information was provided during that visit.

1. The condominium was originally constructed in 1972 and has 120 residential units. Over the years regular maintenance has been performed including concrete repairs on the residential tower in 2005, a plumbing rehabilitation project in 2008 and repaving and waterproofing of the elevated parking plaza in 2011. A new cooling tower was installed on the roof just last year.
2. All residential units with the exception of the 5 penthouses have one elevated balcony deck each.
3. Most of the units have the original sliding glass doors in place.

It is KWA's understanding the Association Board is, at this time, seeking a professional evaluation of the structural elements of the building with an eye toward solutions which will allow for economical but long-term repairs and protection of the structure to minimize the need for future repairs.



## SCOPE OF SERVICES

Achieving a durable repair requires formulating a complete repair strategy that begins with an accurate diagnosis of existing conditions and concludes with the proper selection of corrosion mitigation methods, repair materials and protection from future deterioration and corrosion. Coordinating a successful repair project encompasses a broad range of services which can be succinctly broken down into three phases - Evaluation, Planning and Execution. This proposal provides explanations and fee estimates for each phase.

### Phase I - Evaluation

**Survey and Inspection:** This service allows for a professional evaluation of the existing condition of select elements of the 21-story building to determine not only areas of repair and maintenance needed but also the quantities of repair needed to allow for cost estimates to be determined for budgeting..

**What does it include? A visual and/or acoustical survey of the following elements on all twenty-one levels of the building:**

- Concrete Slabs (Balconies)
- Kneewalls
- Columns
- Beams
- Ceilings
- Walls
- Guardrails
- Exterior Building Sealants
- Paint & Coatings
- Sliding Glass Door and Window and Perimeters

The Condition Survey will be conducted by a Florida Registered Structural Professional Engineer and / or a Project Manager and Technician(s) directed by a Florida Registered Structural Engineer. It is estimated the condition survey can be completed in 10-12 business days. An optional Report of Professional Findings can be provided.

KWA utilizes the following guidelines in the assessment and rehabilitation of structures:

- ASCE Standard SEI/ASCE 30-00; Guideline for Condition Assessment of the Building Envelope
- ICRI Strengthening and Stabilization of Concrete and Masonry Structures
- Concrete Repair Manual - Published jointly by ACI, ICRI and BRE
- ACI 201R; Guide for Making a Condition Survey of Concrete in Service

- Fixed Firm Amount Survey: **\$10,000 (\$83.33 per unit)**
- Fixed Firm Amount Report of Professional Findings: **Included –no additional cost**



## **Phase II - Planning**

**Bid Process:** These services allow for the work to be bid competitively by pre-qualified General Contractors. The process results in the Association receiving "apples to apples" bids for the work to be performed.

- **What does it include?** Creation of a **Project Manual** and Coordination of the **Bid Process**. The Creation of Project Manual includes all documents necessary for prequalified General Contractors to bid the work. The Project Manual is provided in both hard copy and PDF format. Coordination of the Bid Process includes two meetings with General Contractors bidding the work, Engineering Field Personnel and Property Representatives.

### **Creation of a Project Manual containing the following elements:**

- Bidder Qualification Requirements
- General Conditions
- Project Description
- Insurance Requirements,
- Site Specific Guidelines
- Contract Document Requirements,
- Owner and Contractor Responsibilities
- Scope of Work
- Technical Specifications
- Detailed and Summary Bid Schedules including Estimated Quantities of Repair
- Repair Drawings

### **Coordination of the Bid Process including the following services:**

- Invite pre-qualified General Contractors to bid the work. Contractors must be State licensed, specialize in concrete restoration, waterproofing and painting and have a proven history of successfully completed work similar in scope to the current project.
- Conduct an onsite pre-bid meeting with Engineer / Project Manager, Property Representatives and Contractors to ensure an understanding of the overall project goals. A question and answer period will be conducted, a site walkthrough will be performed and follow up addendums will be issued as needed.
- Responses to Requests for Information: All RFI's submitted by the General Contractors during the bid process are responded to in writing within 48 hours.



- Coordination of the receipt of bids in electronic format and creation a Bid Tabulation Summary Spreadsheet to enable Property Representatives to easily compare Contractor costs. Bids may be received either sealed or electronically or both.
  - Conduct Contractor Interviews of up to three Contractors with Engineering and Property Representatives to discuss the bids in detail to ensure a full understanding of the Scope of Work and Specifications.
  - Review Contract Proposals and assist Property Representatives in Contract negotiations.
- Fixed Firm Amount: **\$4,000 (Project Manual \$1,800 / Bid Process \$2,200)**

### **Phase III – Execution**

**Construction Process:** The following services are provided once a Contractor has been selected and when construction activity actually begins. These services ensure workmanship quality and cost controls throughout the life of the project and ensure all State, City and / or County reporting requirements are maintained.

- **What does it include?** KWA acts as a representative of Association in supervising the execution of the Project as per the Project Manual requirements.
  - Signed and Sealed Repair Documents required for Permitting
  - Work in Progress Inspections
  - Work in Progress Written Reports (signed and sealed copies to City)
  - Work in Progress Meetings and Minutes
  - Contract Administration Services (Engineering review and approval of Material Submittals, Shop Drawings, Contractor Pay Requests, Change Orders and Weather Delay forms. Maintain Release of Lien records throughout payment cycles, All Construction Management correspondence, Request for Information responses e-mails, phone calls, etc. included in this service)
  - Project Closeout including Punch List Inspections and Certifications to close Permitting
- Fixed Firm Amount
  - Signed and Sealed Repair Documents required for Permitting **\$0**
  - Work in Progress Inspections with Written Reports **\$1,000 per week\***  
(\*No cost for inspections if none are performed in a one-week period. Typical inspection cycle is twice per week but if more are needed in a one week timeframe they will be performed at no additional cost.)



- Signed and Sealed Inspection Reports to the City to maintain Permitting **\$0**
- Work in Progress Meetings and Minutes **\$350 each held the same day as an Inspection**
- Contract Administration Services **\$150 per week**

Additional Fees, if required and or applicable and approved by the Board of Directors.

- Engineer / Cost per Hour **\$150**
- Project Manager / Cost per Hour **\$125**
- Inspector / Cost per Hour **\$100**
- Clerical / Cost per Hour **\$75**

These hourly fees would engage only if additional services outside of the contract were requested by the Ownership or required due to unforeseen or hidden conditions. KWA could provide a lump sum cost for services in lieu of hourly costs in the unlikely event of such an occurrence.

If you have any questions or require additional information regarding this agreement, please do not hesitate to call Ms. Hamilton at 386-334-5042 or contact her by email at [kwa@cfl.rr.com](mailto:kwa@cfl.rr.com). Thank you for the opportunity to assist you with your project.

Sincerely,

**KWA Engineers, LLC**

Certificate of Authorization No. 30466

A handwritten signature in blue ink, appearing to read 'Arthur C. Schoenewaldt, III'.

Arthur C. Schoenewaldt, III, PE  
Director of Restoration



**AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT made and entered into this October 14, 2014 by and between KWA ENGINEERS, LLC ("KWA") and The Aliko Management Association, Inc.. ("CLIENT") is for the Professional Services described in the proposal included herein, in accordance with the Compensation Schedule described and with the General Conditions attached hereto.

CLIENT: The Aliko Management Association, Inc.  
Company or Responsible Party's Name

Ms. Sylvia Dowling  
Representative's Name

2828 North Atlantic

Mailing Address - Street, Box

Daytona Beach FL 32114  
City State Zip

386.672-4111 672-3687  
Phone Number Facsimile

OWNER OF RECORD: The Aliko Management Association, Inc.  
Name

2828 North Atlantic Avenue Daytona Beach, FL 32114  
Address

I. LOCATION AND DESCRIPTION OF PROJECT:

Daytona Beach, Florida –Building Envelope Evaluation and Repairs, Waterproofing and Painting.

II. DESCRIPTION OF PROFESSIONAL SERVICES TO BE PROVIDED BY KWA:

As described in the attached proposal dated 10-14-14

III. THE COMPENSATION TO BE PAID KWA FOR PROVIDING THE REQUESTED SERVICES SHALL BE:

**Phase I - Condition Survey**

- 50% of Condition Survey Fees (\$5,000) are payable at the time of contract execution.
- The remaining 50% of fees are due when the Report of Professional Findings is provided.



**Phase II - Project Manual and Bid Process**

- Project Manual Fees are due when the Manual is provided to the Property Representatives and before the Pre-Bid Meeting.
- Bid Process Fees are due when the Project has been put out to Bid

**Phase III - Work in Progress Inspections and Contract Administration:**

- Phase III Fees are billed monthly at the weekly rate as outlined in the attached proposal. There is a 15 day remittance timeframe

IN WITNESS WHEREOF, this AGREEMENT is accepted on the date written above subject to the terms and conditions stated, including the General Conditions and any special conditions attached hereto.

**FOR: KWA Engineers, LLC**

SIGNED: \_\_\_\_\_

TYPED NAME: Arthur C. Schoenewaldt III, PE

TITLE: Director

DATE: October 14, 2014

**FOR: The Aliko Management Association, Inc.**

SIGNED: \_\_\_\_\_

TYPED NAME Ms. Sylvia Dowling

TITLE: President, Board of Directors

DATE: \_\_\_\_\_

Acceptance of Phase I Services and Compensation

Acceptance of Phase II Services and Compensation

Acceptance of Phase III Services and Compensation





**GENERAL CONDITIONS**

This Agreement is subject to the following conditions.

1. Unless otherwise denoted, KWA Engineers, LLC (KWA) will bill monthly for services. The financial arrangements contained in the fee proposal are based on prompt payment of our bills and the orderly progress of the Project through completion of the defined Scope of Services. Nonpayment of bills may result in KWA stopping work on the Project.
2. Unless otherwise denoted, billed amounts are due upon receipt. Any billed amount that remains unpaid for a period greater than thirty (30) calendar days will accrue finance charges at the rate of 1% per month (but not exceeding the maximum rate allowable by law). Payments received subsequent to application of said finance charges will be applied as follows: a) first to any outstanding finance charges, then b) to the oldest outstanding principal balance. Client shall pay all costs incurred by KWA in attempting to collect any delinquent amount owed by the Client. These costs may include but not be limited to Attorney's fees, collection agency fees, fees for time expended by KWA personnel at current hourly rates, court costs, filing fees, mediator fees, or arbitrator fees.
3. In accordance with Florida Statutes Chapter 713, to preserve KWA's lien rights, KWA will file a claim of lien against the project for any invoice that remains unpaid for a period of 60 days.
4. If the defined Scope of Services is changed at the request of the Client, additional charges will be applicable. If stipulated fees are not agreed upon in writing prior to the commencement of additional work, the additional charges will be billed based on KWA's current hourly rates.
5. At the time this Agreement was drafted, KWA current hourly rates were as follows. These rates are subject to change from time to time to reflect current market conditions.

• Expert Witness Services	See Separate Unit Rate Sheet if Required
• Principal, CEO	\$ 170.00 per hour
• Managing Engineer (P.E.)	\$ 160.00 per hour
• Director (P.E.)	\$ 150.00 per hour
• Senior Structural Engineer (P.E.)	\$ 125.00 per hour
• Staff Engineer (P.E.)	\$ 105.00 per hour
• Graduate Engineer (E.I.)	\$ 85.00 per hour
• Senior Project Manager	\$ 125.00 per hour
• Project Manager	\$ 100.00 per hour
• Senior Field Technician	\$ 85.00 per hour
• Field Technician	\$ 75.00 per hour
• Drafter	\$ 75.00 per hour
• Administrative Services	\$ 75.00 per hour

6. Hourly billing is based on 1/4 hour increments. When services are provided outside our offices, billing will be based on portal-to-portal time spent on the project.
7. Mileage shall be calculated from KWA nearest physical office address to the project site and shall be reimbursed at a maximum rate equal to the current IRS Standard Mileage Rate.
8. Reimbursable expenses shall be billed to the Client with a 10% carrying charge.
9. One hard copy and one electronic copy (PDF) of the final Construction Documents and/or Project Manual are included in the fee, where applicable. One hard copy and one electronic copy (PDF) of final reports are included in the fee, where applicable. Preliminary or progress documents included in the fee are as specified in the Agreement. Additional copies of preliminary or progress documents or additional copies of final documents shall be supplied upon request as an Additional Service. Costs to produce Additional Service documents will be billed to the Client on a time and material basis. Material costs for letter-size documents shall be \$0.10 per page b/w and \$0.20 per page color. Material cost for



- large format documents shall be \$1.00 per page.
10. It is explicitly understood and agreed upon that the level of service to be provided under this Agreement shall be limited to the degree of care and skill ordinarily exercised under similar conditions by reputable members of the engineering profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by KWA's proposal for consulting services, or by any materials furnished by KWA to the Client in writing or orally.
  11. In any claim made by the Client against KWA, at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, that is not proven by the Client, the Client shall pay all costs, including attorney's fees, incurred by KWA defending itself against the claim. In any claim made by KWA against the Client, at law or otherwise, for any act arising out of this professional service agreement, that is not proven by KWA, KWA shall pay all costs, including attorney's fees, incurred by the Client defending itself against the claim.
  12. KWA expects to commence work on the defined Scope of Services promptly after receipt of an executed proposal and to complete the defined Scope of Services in a timely manner. KWA will coordinate its activities with those of the Client in an effort to avoid causing delays, damages, additional costs or expenses to the Client. However, KWA shall not be responsible for delay damages, costs or expenses related to the project.
  13. Any liability as a result of the services performed under this Agreement shall be limited to the amount of fees paid by the Client to KWA under this Agreement or \$100,000.00, whichever is greater. KWA agrees to maintain Professional Liability Insurance in the amount of \$1,000,000.00 for the duration of the project.
  14. **PURSUANT TO FS 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.** The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit (other than personal injury or property that is not the subject of this agreement) shall be directed and/or asserted only against KWA, a Florida corporation, and not against any of the KWA employees, officers or directors.
  15. Client agrees to indemnify and hold harmless KWA and its officers, directors, agents and employees from and against all claims, damages and expenses, including but not limited to attorney's fees arising out of or arising from the performance of the work and the obligations imposed by this agreement that is brought by the Client's individual or several members (excluding the Client, itself), contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. The monetary obligation under this paragraph shall be limited to \$1,000,000.00, which Client agrees bears a reasonable commercial relationship to the Work undertaken by KWA. Client further agrees that these general conditions are a part of the Work's specifications bid documents or contracts with other parties who may claim damages, if any.
  16. This agreement shall not be interpreted to create liability for KWA to any third party.
  17. All work prepared by KWA shall constitute the intellectual property of KWA; however, Client is granted an exclusive, non-royalty bearing license to use the work for its intended purposes, at its intended location. Said work may not be used at any other location or for any other use without prior written authorization.
  18. KWA does not guarantee that our opinions of probable construction costs will not differ materially from negotiated prices or bids. If the Client requires formal estimates or greater assurance as to probable construction costs, an independent cost estimator should be employed.
  19. "Inspection," whenever used, shall be defined as "periodic construction observation of work in progress to verify general conformance with the project specifications and their intent." The use of the term "inspection" shall not imply that KWA is conducting or intends to conduct exhaustive inspections of all work to uncover any code violations, defects in the construction or undetected errors and omissions.

PO Box 290668 • Port Orange, FL 32129-0668 • Ph:386-334-5042 • Fax: 904-212-1431

1411 N. West Shore Blvd, Ste 201 • Tampa, FL 33607-4529 • Ph:813-228-8212 • Fax: 813-223-9864



20. KWA will have no responsibility for the Contractor's means, methods, techniques, and procedures used in construction, and will not be held liable for the Contractor's inadequate or unsatisfactory performance of the Work.
21. Should the Owner find these General Conditions unacceptable, an increase in KWA's proposed fee may be negotiated to offset the increased risk from that proposed by the General Conditions.
22. If either party to this Agreement wishes to terminate the agreement, they may do so at any time upon ten days written notice, payment for services rendered as of the date of termination and delivery of reports commenced as of the date of termination.
23. This agreement represents the entire understanding between KWA Engineers, LLC and the Client with respect to the project.
24. This agreement may only be modified in writing signed by both parties.
25. Neither party shall let, assign or transfer this Agreement, any part thereof or any interest therein without the written consent of the other party.
26. This agreement will be open for acceptance for 30 days following the date presented to the Client, unless agreed in writing by both parties.
27. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding on KWA and the Client.
28. Counterparts: This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.
29. This agreement is to be governed by the laws of the State of Florida. The venue for legal action arising out of this agreement shall lie exclusively in the Circuit Court in and for Volusia County, Florida.
30. Unless otherwise noted, KWA signage is permitted at the site, and photos of the project taken by KWA, and renderings, may be used in KWA literature.
31. Notices to the parties as provided herein shall be by facsimile and certified mail to the following addresses:

**As to Client:**    **The Aliko Management Association, Inc.**  
**Attn: Ms. Sylvia Dowling**  
**2828 North Atlantic**  
**Daytona Beach, FL 32114**

**As to KWA:**        **KWA Engineers, LLC**  
**Attn: David G. Karins, PE, Principal**  
**1411 N West Shore Blvd, Suite 201**  
**Tampa, FL 33607-9864**

---End General Conditions---