

HILLMAN ENGINEERING, INC.

970 W. McNab Rd. Suite 200 Fort Lauderdale, FL 33309
Phone: 954-975-9008 Fax: 954-975-9011 info@hillmanengineering.com
State of Florida Board of Professional Engineers Certificate of Authorization # 8785

June 24, 2016

PROFESSIONAL SERVICES AGREEMENT (PSA) File # 7478-16

THIS IS AN AGREEMENT made as of 6/24/16 (date) between The Aquarius Condominium Association 2751 South Ocean Dr. Hollywood, FL 33019. (Client) and Hillman Engineering, Inc. (Consultant). The client Intends to contract for Professional Engineering Services for Professional Engineering & Project Management Services, Client and Consultant agree:

1. SCOPE of SERVICES

Consultant shall perform professional service as stated in Exhibit 1.

2. COMPENSATION

Client shall compensate Consultant for Consultants services as stated in Exhibit # 2.

3. TERMS and CONDITIONS

Consultant shall provide professional services in accordance with the terms and conditions stated in Exhibit # 3.

4. SPECIAL PROVISIONS: None

5. The following Exhibits are attached to and made part of this agreement:

Exhibit # 1 Scope of Services, Exhibit # 2 Compensation, Exhibit # 3 Standard Terms and Conditions

Henry C. Hillman Jr. P.E.
President Hillman Engineering
Address for Giving Notices:
970 W. McNab Rd. Suite 200
Fort Lauderdale, FL 33309



Signature Blagwan Gupta Date 6/24/16 Title President

(If Client is a Corporation, attach evidence of authority to sign and resolution or other document authorizing execution of agreements)

Address for Giving Notices: _____

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CONSTRUCTION CONSULTANT, CLAIMS, ENGINEERING & FORENSICS, ACCIDENT RECONSTRUCTION, INSPECTIONS, SITE & BUILDING DESIGNS

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EXHIBIT # 1 SCOPE of SERVICES: (EXHIBIT.#1). See attached.

EXHIBIT # 2 COMPENSATION

The Client will provide to the Consultant a retainer in the amount of Ten Thousand Five Hundred Dollars (\$ 10,500.00) with the signing of the contract. The retainer is hereby deemed to be a non-refundable installment towards the project cost. All billings will be on a monthly basis. The consultant will provide an Invoice no later than the 25th of each month; this will contain an Estimate of work to be performed to the end of each month. These estimates will be corrected to actual cost in the next monthly invoice.

The Final billing will be subtracted from the retainer and any outstanding amounts will be returned to the Client with the final invoice.

All Consultant Services will be at the following Rates unless identified in the Scope of Services:

Sr. Prof. Engineer/Partner	@ \$ 195.00/ Hr.	Professional Engineer	@ \$ 168.00 / Hr.
Engineer Certified Intern	@ \$ 145.00/Hr.	Engineer(Graduate)	@ \$ 128.00/ Hr.
Architect	@ \$ 165.00/ Hr.	Engineering Technician	@ \$ 108.00 / Hr.
Auto Cad Designer	@ \$ 118.00/ Hr.	Clerical	@ \$ 75.00/ Hr.
General Contractor	@ \$ 155.00/ Hr.	Project Manager	@ \$ 129.00 Hr.

These quoted hourly rates are subject to periodic updates, as the cost of delivering professional services increase. You will be notified if these rates are revised prior to any billings reflecting these increases and can only be changed with Board of Directors approval.

1. Sub-Consultants invoices will be due and payable no later than the 5th of each month. The Consultant will mark up all sub-Consultant Invoices 10% for handling and processing. Our Standard Practice is that if a Sub-Consultant is necessary that we submit the pertinent information and get the approval of the BOD for the Association to employ such sub-contractor. The 10% fee is our management and coordination fee and must remain to be able to provide these necessary services.

All out of pocket expenses will be at cost + 10% for handling and cost of carry. Board approval required for expenses.

All past due invoices will be charged interest at 1 ½% per month that they remain unpaid

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EXHIBIT 3 STANDARD TERMS & CONDITIONS

1. CLIENTS RESPONSIBILITIES

- 1.1 Name Client's representative with authority to receive information and transmit instructions for CLIENT.
- 1.2 Provide Client's requirements for project, including objectives and constraints.
- 1.3 Provide available information pertinent to project, upon which the CONSULTANT may rely.
- 1.4 Arrange for access by CONSULTANT upon public and private property as required.
- 1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.
- 1.6 Obtain consents, approvals, licenses, and permits necessary for the project. Professional Licenses required are the responsibility of the professional.
- 1.7 Provide services necessary for the project but not within scope of consultant's services.
- 1.8 ~~Indemnify CONSULTANT, its employees, agents and consultants against claims arising out of consultant's recommendations.~~ DELETED IN ITS ENTIRETY
- 1.9 Promptly notify CONSULTANT when CLIENT learns of any development, which may affect scope or timing of CONSULTANTS services.
- 1.10 The Client shall promptly notify the Consultant when board members, treasurers, presidents, property managers and or contact persons are changed. It shall be the client's responsibility to inform new members of the existing agreement, contracts, and developments. ECT.

2. PERIOD OF SERVICE-CONSULTANT RESPONSIBILITIES

- 2.1 CONSULTANT is not responsible for delays due to factors beyond its control.
- 2.2 If CLIENT request changes in project, compensation for, and time of performance of, consultant's services shall be adjusted appropriately.
- 2.3 The Consultant is under no obligation to provide any plans or specifications until all fees are paid in full, including any fees for additional services or work orders. Delays due to non-payment or late payments to the consultant, the consultant or his agents shall not be liable for any damages for the delays in performance due to late or nonpayment by the owner/other party contracting for the consultant's services.
- 2.4 The Consultant, if not paid in full for all services rendered, is under no obligation to provide any services and/or shall be responsible for any delays, cost or other cost of any items associated with the project.
- 2.5 All expert testimony concerning the project, if required, will be performed at the Hourly Rate of \$ 265.00 per hour with a 4 hour minimum plus all expenses. This PSA does not include any anticipated hours regarding expert testimony and assistance to legal counsel.
- 2.6 Changes requested and/or required by the property owner, architect, building department, zoning department, plans examiner and/or permitting authority responsible for issuing necessary permits for the project, or any other party, shall be not be deemed additional work unless deemed additional scope requested by owner.

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3. GENERAL

3.1 Termination

3.1.1 Either party may terminate obligation to provide further services upon twenty days' written notice, after substantial default by other party through no fault of terminating party.

3.1.2 CLIENT may terminate consultant's obligation to provide further services upon twenty days written notice if project is abandoned. In such event, progress payments due CONSULTANT for services rendered, plus all unpaid reimbursable expenses and termination cost/charge shall constitute total compensation due.

3.2 USE and REUSE of DOCUMENTS

3.2.1 All tangible items; Plans, Specifications, Reports and all other information prepared by CONSULTANT are instruments of service and CONSULTANT retains all copyrights. The CLIENT'S rights to the use of the documents is not transferred until all of the CONSULTANTS fees are paid in full or if the payments are negotiated, the terms are acceptable to the CONSULTANT. CLIENT may utilize these as intended and retain copies for reference, Only for the project for which they were produced. The reuse on another project is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Excludes as built drawings provided by the contractor

3.3 PAYMENT

3.3.1 CONSULTANT shall submit monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

3.3.2 If CLIENT fails to make payment within forty-five days after receipt of statement, interest at maximum legal rate or at a rate of 1 1/2% per month, whichever is less, shall accrue, and in addition, CONSULTANT may after giving seven days written notice, suspend services until it has been paid in full all amounts due it.

3.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

3.4 CONTROLLING LAW

3.4.1 Florida Law shall govern the agreement. Unless otherwise written the contract shall be deemed to have been drawn in Broward County, Florida which shall remain the venue of jurisdiction. If it becomes necessary for either party to institute an action at law and/or equity to enforce any obligations hereunder including, but not limited to, the collection of amounts due pursuant to the PSA or exhibits thereto, the prevailing party shall be entitled to its reasonable attorneys fees and costs at all levels.

3.5 SUCCESSORS or ASSIGNS

3.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of agreement.

3.5.2 Neither party shall assign, sublet, or transfer any interest in agreement without written consent of the other, provided CONSULTANT might employ such independent consultants, associates, and subcontractors, as it may deem appropriate and with written approval by client

3.5.3 Nothing in agreement shall be construed to give any rights or benefits to anyone other than parties.

3.6 CONSULTANT'S ACCOUNTING RECORDS

3.6.1 Records of the CONSULTANT'S personnel time, reimbursable expenses, and accounts between parties shall be kept on generally recognized accounting basis.

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3.7 SEPARATE PROVISIONS

3.71 If any portion of agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

3.8 WAIVER

3.81 No waiver shall constitute a waiver of any subsequent breach.

3.9 WARRANTY

3.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESSED OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT'S RIGHTS AND REMEDIES IN THIS AGREEMENT ARE EXCLUSIVE. The Consultant, its Officers, Qualifiers, Employees, Professional Engineers, agents or sub-consultant(s) maximum liability shall be limited to only the total dollar amount of the fee charged for services rendered on this project.

3.9.2 As a routine matter, in order to avoid possible misunderstanding, nothing in these observations or any report(s) and attachments should be construed directly or indirectly as a guarantee for any portion of the work on the structure. To the best of our knowledge and ability, these observations and report(s) represents an accurate appraisal of the work performed and represent the present condition(s) of the building(s) based upon careful evaluation of the observed conditions, to the extent reasonably possible

3.10 PERIOD of REPOSE

3.10.1 Any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services performed by CONSULTANT.

3.11 INDEMNIFICATION

3.11.1 CONSULTANT will indemnify CLIENT against claims for bodily injury and damage to tangible property that are results of negligent error, omission, or act of CONSULTANT.

3.12 EXTENT of AGREEMENT

3.12.1 Agreement represents entire agreement between parties and may be amended only by written instrument signed by both parties.

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Scope of Services-Engineer's File# 7478-16

Please consider this letter to be the Scope of Services Exhibit # 1 for the attached PSA for Professional Engineering Services for The Aquarius Condominium Association 2751 South Ocean Dr. Hollywood, FL 33019.

The firm was requested to provide a proposal for consulting engineer services to complete the required 40 year certification for the above property. We visited the site and have presented our services to the board of directors prior to providing this proposal. Hillman Engineering respectfully submits the following proposal.

The Firm will provide the following Professional Engineering Services:

40 Year Safety Inspections

1. The firm will provide the required inspections as determined in the county or governing jurisdiction authority guidelines to include all inspections designated for the 40-year safety inspection. (please see the attached 40-year requirement document)
2. The firm will provide the written report and the county forms filled out, signed and sealed by a registered Professional Engineer with the findings of the inspection as mandated by the Board of Rules and Appeals.
3. The firm will provide an engineer's budgetary cost estimate for the structural, electrical and roofing required of the 40-year certification requirements.

PHASE II Quantification – Design – Specification – Plans

4. The firm will conduct a quantitative analysis of the deficiencies found in the 40-year inspection. This analysis will be the basis of the costs of construction to correct the deficiencies.
5. The firm will additionally provide consultant services to the board of directors for new finishes that will be needed after the structural restorations are complete.
6. The firm will produce plans and specifications to solicit bids and attain the required building permits for all work to be done during the project
7. The firm will provide an engineer's estimate of the cost of construction in tabulation form for budget purposes. This estimate will be based on national averages of the cost of work for the items specified on the plans and specifications including finishes. The actual construction costs will be determined upon the awarded contractor bid.
8. The firm will assist the Board of Directors in acquiring and evaluation of competitive bids. After the sealed bids are received and opened by the owners, the firm will provide a bid comparison matrix. We will provide the owners copies of the bid comparison and after review, set a meeting to discuss the bids received.
9. The costs of this phase include all items within the 40 year requirement for both structural and electrical that are found to be deficient. The cost also includes waterproofing, roofing, pool demolition and structural re-construction, pool finishes, pool electrical, all lighting, drainage, railings, windows, doors,



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Exclusions:

- A. Landscape Architecture/ Architectural design is not included and is the responsibility of the owner.
- B. Pool sanitization and mechanical equipment design
- C. Existing Conditions As built plans not included, to be provided by owner
- D. All design pertaining to environmental departments either federal, state or local (exception of imperiled species)
- E. Shoring Design/ drawings
- F. Scaffold design / drawings
- G. Emergency Power generation Design / Drawings
- H. Fire alarm systems, Fire Suppression systems
- I. Management of Traffic Plans (MOT)
- J. Life Safety plans
- K. Pedestrian Protection plans (by contractor)

Phase III Construction Management and Special Inspector

- 10. The firm will assist the board of directors and their attorney with the construction contract negotiations and finalizing the contract
- 11. The firm will be the Engineer of Record and the Special Inspector for the work to include ongoing inspections required by the governing jurisdiction authority.
- 12. The firm will provide the required daily observations and weekly summaries to the governing jurisdiction authority
- 13. The firm will review and verify the monthly draw request from the contractor for work completed and recommend authorized payment
- 14. The firm will review and authorize, with the board's approval, all changes to the contract, change orders, and owner requests.
- 15. The firm will provide all engineering services throughout the construction for the established scope of work as determined in the plans and specifications.
- 16. The firm will head weekly construction meetings with the appointed owner's representatives and the contractor. This meeting is where the contractor or owner's questions are aired and solutions developed to correct the problems that are normal and encountered in every concrete restoration project
- 17. The firm will provide Project Management during the construction phase. This will include but not be limited to the following services:
 - a. Shop Drawing Reviews
 - b. Product Submittal review and approvals
 - c. Meeting with the Board of Directors and unit owners for project progress meetings
 - d. Review of all invoices presented to determine if the amounts are correct and that the Partial release of lien are included for all labor, materials, rentals and equipment suppliers
 - e. The development of weekly Construction Meeting minutes and construction progress reports
 - f. The development of punch list and final punch list for project close out
 - g. Constant review of the contractor's progress and determining if he is maintaining his schedule



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- h. Provide to the Board of Directors and the governing jurisdiction authority Certification of Completion when the contractor has completed all of the required works as required by the governing jurisdiction authority

A complete scope of Construction Management Services has been included as Exhibit 1-A with this proposal titled Construction Management Scope of Services.

COSTS:

The cost for items 1, 2 and 3 will be \$242.00 per balcony inspected

The costs the garage, plaza deck, roofs and pool will be \$15,500.00

The cost for items 4 through 9 will be \$150,000.00.

The cost for items 10 through 17 will be 8% of the total cost of construction.

Exceptions:

In the event destructive measures will be required to perform any of the above mentioned inspections, the costs associated with the removal and replacement of any test location building materials are not included in this proposal and will be the responsibility of the association. The evaluation of the balconies requires an escort to allow access through the units. If access is limited to the use of swing stages, an additional cost of the staging plus 12% will be charged.

These prices are based upon the association providing a copy of the building survey, structural and architectural plans. If these must be obtained by the firm the expense will be our hourly cost plus 10 % for all reproductions to be obtained or created.

Any additional services requested outside of this scope of work will be billed at the rates quoted in the attached Professional Service Agreement. All work that we have determined falls outside of our Scope of Services will be addressed to the Board of Directors as an Additional Work Order. Each of these Work Orders' will be sequentially numbered, the scope of the additional services will be detailed in the body of the Additional Work Order and the cost of these additional services will be detailed, if possible, or by the established rate in the PSA, within the body of the Work Order. We will not proceed until the additional Work Order has been approved and executed by the Board of Directors for the Association.

If this is acceptable, please execute the attached PSA returning one copy to this writer along with the retainer and we will schedule the work as soon as possible.

Please advise if I can be of any further assistance on this or any other matter.

Sincerely,

Henry C. Hillman, P.E., President



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Signed Electronically

Henry C. Hillman Jr., P.E.

President

Enclosures

Scope of Services Accepted By Bhagwan Gupta Date 6/24/2016

Title President