

**August 23, 2023**

Arnie Holder  
Seminole Square Apartments II Association Inc. (the "Client" and the "Association")  
c/o Ameri-Tech Community Management Inc.  
24701 US Highway 19 North, Suite 102  
Clearwater, Florida 33763  
Telephone: 727.726.8000 Ext. 270  
Mobile: 727.234.5099  
Email: aholder@ameritechmail.com

**Proposal No. P233380 .1**

**Subject: Milestone Inspection and/or Structural Integrity Reserve Study**  
11720 Park Blvd, Seminole, Florida 33772 AKA Seminole Square Apartments (the "Project")

Dear Mr. Holder:

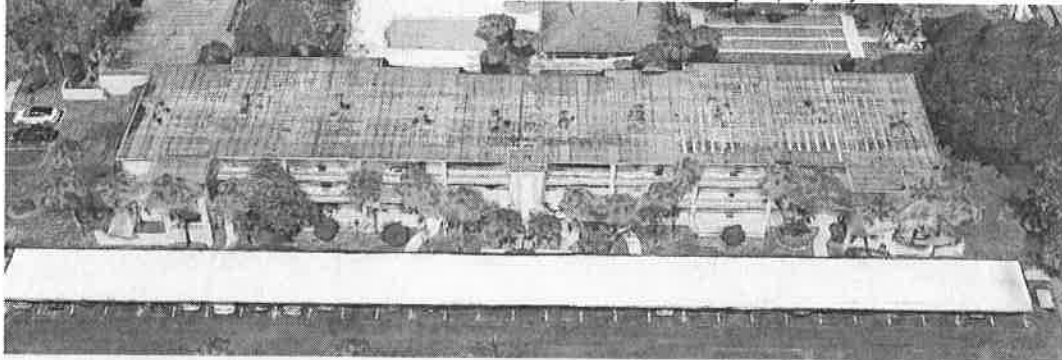
SOCOTEC Consulting, Inc. ("SOCOTEC" or "Consultant") is pleased to present the Association with this proposal for the following engineering consulting services:

- Milestone Inspection
- Structural Integrity Reserve Study

Included in this proposal is the Project Approach and Schedule based on information provided to us, our Summary of Fees, and our proposed Scope of Services. There is a significant overlap in the services described herein, so we have organized these services to be efficient in delivering the inspection and/or study requested and have indicated efficiencies in our fees accordingly.

## **PROJECT APPROACH & SCHEDULE**

Our understanding of your needs for this property is based on information provided by you together with our experience on similar projects. The aerial photograph below depicts our understanding of the subject property.



Aerial View Via Google Earth Pro

The property is comprised of one (1) existing 3-story residential building that was constructed in 1972 and contains 30 residential units.

The property features:

- 30 total individual units.
- Structural frame of cast-in-place concrete.
- Painted stucco-covered masonry block in-fill walls.

**SOCOTEC CONSULTING, INC.**

2224 Trade Center Way  
Naples, FL 34109  
Tel.: +1 239 514 4100 – Fax.: +1 239 514 4161  
www.socotec.us

950 South Pine Island Road, Ste A150  
Plantation, FL 33324  
Tel.: +1 305 695 0850

6151 Lake Osprey Drive, Ste 300  
Sarasota, FL 34240  
Tel.: +1 941 702 4520



We have based this proposal's scope of work and level of effort on the schedules and durations we have established, as follows:

PHASE	DURATION	SITE VISIT	REPORT
Milestone Inspection - Phase 1 - Visual-only Inspection	3 Months	15-20 Days	30-45 Days
Milestone Inspection - Phase 2 – Additional Inspection - <i>If Required</i>	TBD	2023	2023
Structural Integrity Reserve Study	3 Months	15-20 Days	30-45 Days

\*Start date to be determined once services have been authorized. Consultant's level of effort set forth in this proposal assumes that the work will run continuously and be completed within the timeframes identified in the foregoing schedule. To the extent the Project incurs delays or scope changes, Consultant will require an adjustment to the fee and/or schedule.

### SUMMARY OF FEES

MILESTONE INSPECTION PHASE 1	Item	LUMP SUM
Phase 1 - Visual-only Inspection	A-1	\$7,500
<b>STRUCTURAL INTEGRITY RESERVE STUDY</b>		
Structural Integrity Reserve Study	Item	LUMP SUM
Structural Integrity Reserve Study	B-1	\$5,500
<b>SUBTOTAL</b>		<b>\$13,000</b>
Fee Reduction for Engaging Both Services Simultaneously	-	(\$4,500)
<b>TOTAL WITH FEE REDUCTION</b>		<del>\$8,500</del> <b>\$8,500</b>
<i>Per Mike 10/19/23</i>		
MILESTONE INSPECTION PHASE 2 – ADDITIONAL SERVICE	Item	FEE
Phase 2 – Additional Inspection - <i>If Required</i>	A-2	HOURLY

### SCOPE OF SERVICES

#### EXISTING BUILDING

##### A. MILESTONE INSPECTION PHASE 1:

Upon Client's authorization of this service, we will provide a Milestone Inspection in accordance with Florida Statute 553.899. **Phase 1 – Visual-only Inspection:** includes observation of habitable and non-habitable areas at the property's buildings that are three-stories or taller, to observe and document the general condition of readily assessable structural components including:

- Roofs.
- Load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706.
- Exposed columns and beams.
- 25% of residential units, including balconies.
- Viewable foundation elements.
- Stairwells.
- Elevator shafts.
- Common area and limited-common area spaces.

Upon completion of Phase 1 services, we will determine if Phase 2 of the Milestone Inspection is necessary.

##### 1. Phase 1 – Visual-Only Inspection:

- a. We will review Project construction drawings, past engineering reports, documentation of past building repairs, and past loading modifications to the building (e.g., enclosed balconies), description of any known issues or concerns, as provided by the Client, related to the structural systems to be inspected.
- b. We will provide one site visit to conduct a visual-only examination of the structural systems to be inspected. *The Client is to provide us with access to all necessary areas and provide us with a site contact for building access. Our services do not include uncovering ground, building materials, or performing invasive testing to verify in-place or constructed work within Phase 1. If the Client elects to engage us for this service in conjunction with the other service described in this proposal, we will consolidate the site visits with visits for the other service.*



- c. Based on our review and observations, we will notify the Client if Phase 2 – Additional Testing is required. If Phase 2 – Additional Testing is not required, we will prepare a Milestone Inspection report that will include:
  - i. Methodology of our evaluation.
  - ii. Identification of substantial structural deterioration within a reasonable professional probability.
  - iii. Statement of whether unsafe or dangerous conditions were observed.
  - iv. Recommendations for repairs and/or remediation as necessary for items not considered substantial structural deterioration.
  - v. Identification and description of building components requiring further inspection.
  - vi. Signature and seal by a licensed engineer.

#### **ADDITIONAL SERVICES – MILESTONE INSPECTION PHASE 2:**

This phase must be performed if any substantial structural deterioration is identified during Phase 1 of the inspection. During Phase 2, destructive or non-destructive testing may be required to further investigate items of concern. If no substantial structural deterioration is found during the Phase 1 inspection, then Phase 2 will not be required.

##### 2. Phase 2 – Additional Inspection: If Required

- a. If Phase 2 – Additional Inspection is required, or if the State or Local building department requires inspection of additional units, we will provide the following services on an hourly basis:
  - i. We will provide a site visit(s) to witness probes and/or testing performed by others at the areas where substantial structural deterioration was observed. *The Client is to provide us with access to all necessary areas and will make a mechanic and/or contractor available for testing, probing, and patching.*
  - ii. Based on our review and observations, we will update the Milestone Inspection report previously provided in Phase 1. Our report will include signature and seal by a licensed engineer.

#### **B. STRUCTURAL INTEGRITY RESERVE STUDY:**

Upon Client's authorization of this service, we will provide a SIRS (Structural Integrity Reserve Study) for each structure of three stories or greater, in accordance with the requirements set forth in the recently passed Florida Legislation. During the SIRS, the following building components (the "Building Components") will be viewed:

- Roofs.
- Structure, including load bearing walls and primary structural members and primary structural systems as those terms are defined in s. 627.706.
- Fireproofing and fire protection systems.
- Plumbing.
- Electrical systems.
- Waterproofing and exterior painting.
- Windows and exterior doors.
- Other component elements >\$10,000 that effect the above elements.

##### 1. Structural Integrity Reserve Study:

- a. We will review Project documents for the property, provided by the Client, including:
  - i. Current and/or projected year-end reserve account balance.
  - ii. The most recent reserve study.
  - iii. The current reserve budget and/or projected reserve schedule.
  - iv. Construction plans.
  - v. Site access information.
- b. We will provide one site visit by a licensed professional engineer or registered architect to conduct a visual-only examination of the Building Components. *The Client is to provide us with access to all necessary areas and provide us with a site contact for building access. If the Client elects to engage us for this service in conjunction with the other service described in this proposal, we will consolidate the site visits with visits for the other service.*
- c. Based on our review and observations, we will prepare a SIRS report that will include:
  - i. Identification of common areas Building Components that were visually inspected.
  - ii. For each of the Building Components:
    - a) Estimated remaining useful life.
    - b) Estimated replacement cost or deferred maintenance expense.
    - c) Recommended annual reserve amount that achieves the estimated replacement cost/deferred maintenance expense by the end of the estimated remaining useful life.



We will provide a draft SIRS report to the Client for its review and will respond to questions, comments, or concerns for a period of ten business days (the "Review Period"). We will prepare one revision to the SIRS report to incorporate any financial or funding changes requested by the Client, provided during the Review Period.

## HOURLY RATES:

Services billed hourly (including hourly, budget estimate and not-to-exceed services) will be performed per the negotiated rates shown below. The hourly rates in this table are for SOCOTEC's Florida office personnel. Hourly rates shall be held for the duration of the scope described herein.

HOURLY RATES (Portal-to-Portal):

Field Engineer	\$ 140
Staff Engineer	\$ 170
Senior Project Manager	\$ 190
Project Engineer	\$ 200
Senior Engineer	\$ 240
Principal Engineer	\$ 320
Senior Principal Engineer	\$ 350

Nighttime/Overtime/Weekend will be charged at 1½ times hourly rates.

Litigation Support services for testifying and/or deposition during normal business hours will be charged at 1¼ times hourly rates.

To the extent the Project incurs delays we may require an adjustment to our level of effort, hourly rate, and/or fee and will communicate any such adjustment in the form of a change order request and Client agrees that approval of such change order request shall not be unreasonably withheld.

## TERMS, EXCLUSIONS & CONDITIONS:

1. PURSUANT TO FLORIDA STATUTE 558.0035, THE PARTIES AGREE THAT NO INDIVIDUAL PROFESSIONAL ENGINEER OR ARCHITECT, OR THEIR EMPLOYEES, SHALL BE HELD INDIVIDUALLY LIABLE OR RESPONSIBLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS AGREEMENT.
2. All lump sums, budget estimates and not-to-exceed fees are exclusive of reimbursable expenses.
3. Lump sums, budget estimates and not-to-exceed fees do not include an allowance for meetings or supervision except where specifically noted in the scope of services.
4. Budget estimates and not-to-exceed fees are based on our projected work schedule set forth in this proposal. All work will be charged according to actual hours spent as per the rate schedule below. Although we have attempted to provide an accurate estimate, the actual amount invoiced for this work could be higher or lower.
5. The not-to-exceed fees set forth in this proposal are not a guarantee that Consultant's services will be completed for that amount. Rather, Consultant shall not exceed the fees in this proposal without obtaining advanced written authorization from the Client, authorization of which shall not be unreasonably withheld. Consultant shall notify the Client in writing by or before it completes the value of its fee and shall use reasonable efforts to provide the Client with notice if Consultant believes it will exceed the fee.
6. Hourly work will be charged according to actual hours spent as per the hourly rate schedule.
7. We shall invoice, and Client shall pay, for reimbursement of reasonable and customary out-of-pocket expenses that are directly incurred by SOCOTEC in connection with the Engagement, including but not limited to messenger, travel, meals, accommodations, and other expenses specifically related to the Engagement. We shall also invoice, and Client shall pay, 4.5% of our fees as a reasonable allocation of indirect expenses such as Project setup, computer services, and certain other Project delivery related expenses including in-house reproduction, field reporting software & other I.T. related to technical work product that are not billed as direct reimbursable expenses.
8. Payment terms: Invoices will be issued monthly and are due upon receipt. We will invoice the Client based upon our work in place on a percent complete basis, based upon the shorter of work completed or time allotted. Budget estimates will be billed monthly as they occur. After 30 days, 1½ % per month a late fee will be charged. We reserve the right to stop work on projects where invoices remain unpaid for over 60 days. Collection fees, including attorneys' fees, if required, will be charged to the Client.
9. Reimbursable expenses: are all expenses incurred by SOCOTEC in connection with this Project on behalf of the Client and will be marked up by 15%. Reimbursable Expenses include, but are not limited to travel, long distance telephone charges, IT services, messenger service and reproduction costs. Subconsultants engaged by us in connection with the Services to be provided shall be billed at our personnel rates as set forth herein. Laboratory fees and tests will be billed at a multiple of 1.25 of actual cost. All air travel over four hours will be in business class. Travel time will be invoiced per the listed hourly rates.
10. The Client will provide unrestricted access to all areas of the building including, but not limited to setbacks, terraces, and roofs.
11. The Client will provide copies of the most recent filed Milestone Inspection report and/or Structural Integrity Reserve Study and any previous available reports. Client will provide whatever drawings, elevations, and documentation it has pertaining to the structural systems for use during our inspection and/or inclusion in our written report. All necessary documents, drawings and other relevant background information for the Project will be provided to us by the Client.
12. Equipment required to gain access to the interior and exterior areas to be monitored, such as ladders, scaffold, and scaffold operator, etc. will be provided by the Client at its expense. Access and coordination are the responsibility of the Client. All costs related to providing the access necessary to perform our inspection, including but not limited to any equipment, certification, and personnel, as well as the coordination of our inspection, are the sole responsibility of the Client. Additionally, it is understood that any interruption in our services due to cancellation or standby time will result in additional fees and will be billed per the current year hourly rate schedule. Should additional visits be required due to found conditions or be necessary in the professional's opinion, they will be invoiced on an hourly basis per the current year hourly rate schedule.



13. The Milestone Inspection Phase 1 and/or Structural Integrity Reserve Study services provided by us hereunder include a visual observation of readily accessible areas and systems. Latent or concealed defects which are not readily accessible and otherwise not visible or defects which could not be evaluated without using destructive testing methods (i.e., opening of column enclosures, opening of walls opening of ceilings, etc.) are not reviewed.
14. We will maintain insurance coverage in effect during our scheduled duration of involvement with this Project. The applicable laws of the State of Florida will govern all the services performed under this Agreement.
15. Limitation of Liability: The principals, employees, affiliates, parents, and agents of Consultant shall in no event be personally liable to the Client or any other third party. In no event shall Consultant be liable to the Client, or any other entity, for an amount more than the actual fees collected by Consultant for this engagement, nor for any consequential, incidental, economic, special, reliance, liquidated, performance, expectation, or delay damages or for any design or construction defects. This provision shall survive termination or completion of this Agreement.
16. Indemnification: Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Client's negligence, acts, breach of this Agreement, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom Client is legally liable, and arising from the Project. This provision shall survive termination or completion of this Agreement.

## AUTHORIZATION

To authorize our services please indicate your acceptance of this proposal, which shall serve as our agreement, by executing and returning a signed copy to our office or, in the alternative, by providing us with written confirmation (email) of your acceptance of this agreement.

We appreciate the opportunity to submit this proposal and look forward to working with you on this Project. Should you have any questions or if you would like further information on our services, please contact SOCOTEC at 941.702.4520.

Thank you,  
**SOCOTEC Consulting, Inc.**

*Alejandra Mercado*  
Alejandra Mercado, E.I.  
Staff Engineer

*Casey M. Ward*  
Casey M. Ward, P.E.  
Regional Director | Principal Engineer

CLIENT: Seminole Square Apartments II Association Inc.,

By:

Name: *Diana Konzen*

Title: *President of C Bldg*

Date: *9-30-23*