Structural Engineering and Inspections, Inc.
S E I

Date: _____

Name: _____

Address: _____

_____

Re: Estimate of Work / Proposal
Visual Inspection and Consultation Services

Address: _____

_____

SEI (Consultant) is pleased to present an estimate of work / proposal for Engineering Consultation Services. Where applicable, SEI will perform: a review of existing documents provided, inspection(s) of the readily accessible areas of the project, research, and consultation services with our findings.

Fees will be based on Prevailing Hourly Rate. There are minimum charges that apply; if we have not already, SEI will provide an estimate and additional information where applicable with respect to our Scope via e-mail or similar communication to you prior to commencement of billable work.

Table 1

Prevailing Hourly Rates for Professional Engineers*		
Position	**Hourly Rate**	**Expert Testimony Rate****
Principal Professional Engineer (Anderson / Miller)	$495.00	$658.35
Senior Professional Engineer	$340.00	$452.20
Professional Engineer	$275.00	$365.75

Table 2

Prevailing Hourly Rates for Other Positions	
Position	**Hourly Rate**
Senior Analyst	$225.00
Construction Estimator / Consultant	$200.00
Project Manager / Engineer Intern	$195.00
Special Inspector Representative	$195.00
Drafter / Technician / Technical Writer / Exec. Admin.	$135.00
Field Inspector	$125.00
Admin. Assistant / Clerical	$105.00

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Additional consultation and professional services including but not limited to further inspection(s), written report(s), and/or repair drawings / specifications will be billed in accordance with the prevailing hourly rate. See Tables 1 and 2.

Expert Witness / Trial / Deposition / Arbitration Hearing / Mediation / Appraisal Hearing, etc.**	**See Table 1.**
Inspections / Jobs that require Attic or Crawl Space Access**	1.25 Multiplier on hourly rate
Inspections / Jobs that require After Hours, Weekend, or Rush service**	1.50 Multiplier on hourly rate

*Additionally, costs such as printing, shipping, handling, emailing, web posting, mileage, travel costs, travel time (door to door) **, etc. will be invoiced.

If required, all repair work shall be performed by a Florida Certified Contractor. If field conditions change, are different than indicated, or additional information / damage is uncovered during the repair phase, it is the responsibility of the Certified Contractor to contact Structural Engineering and Inspections, Inc. The SEI report / details shall not be construed in part or whole as a list of all possible defects.

If any of the aforementioned estimate of work proposal assumptions are incorrect or become incorrect during the negotiation phase, or SEI deems that the complexity of the inspection is beyond the scope of this proposal, or the quality of information disseminated is inadequate to perform a complete and thorough analysis, SEI reserves the right to consider this proposal invalid and renegotiate the fee or cancel the project.

Unless otherwise specifically contracted, SEI is providing general Consulting Services. SEI is not the Design Professional of Record, Prime Professional, Engineer of Record, Architect of Record nor a Delegated / Alternate Design Engineer. It has been contemplated and understood by the parties that SEI is NOT responsible for the design and / or construction of the project. Specifically, SEI is not responsible for the acts or omissions of any design professional, delegated / alternate professional, contractor, subcontractor, or material supplier. Ultimately, the suitability and/or use of any product, concept or design is the responsibility of others, NOT SEI. Minimum fees will apply.

Payment is due upon invoicing (Deposit may be required); forms of payment accepted include cash, check, or credit card. SEI reserves the right to invoice for services rendered at any time throughout a project. A 12% APR compounded monthly may be assessed on late payment. The client is responsible for reasonable filing and attorney fees for collection. These terms are not displaced or affected by Rule 1.390. Although, as the client, you may have the right to seek reimbursement from the adverse party pursuant to Rule 1.390, you must remit our fees according to the terms of our agreement.

SEI reserves the right to review material, perform additional investigations, and/or revise our findings prior to providing testimony.

As always, if you should have any questions or need additional information, please feel free to contact us.

Regards,

TM

Structural Engineering and Inspections, Inc.
Thomas Miller, P.E.
President

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The preceding estimated fees are based on the following assumptions (unless specifically noted otherwise):

1. All SEI "Details" in part or whole are the property of SEI. While acting as Consulting Engineer for the client, SEI will forward applicable copies to the client as Adobe Portable Document Format files (.pdf) for their use as needed at the prevailing hourly charge. Use of "SEI" details for projects not Signed and Sealed by SEI is prohibited.

2. Foundation designs are based on a soil capacity of 2000 pounds per foot squared. Adequate soils verification, Building Plan, and/or Site Plan coordination is the responsibility of others and shall be verified by the Contactor. Structure is to be built inland of the hurricane ocean line, not in an "A" or "V" Flood Zone.

3. Establishment and/or Verification of Construction Cost and/or percentages of construction relative between Existing and/or New are NOT within the scope of this proposal.

4. Additional engineering services to include but not be limited to new jurisdictional requirements or other requirements not specifically set forth in the Florida Building Code, and/or presentation of calculations, will be performed at the prevailing hourly rate. See Table 1.

5. Unless noted otherwise, "The SEI sign and seal on the drawing(s) will indicate structural engineering responsibility of the plans and specifications for compliance with the Florida Building Code edition Chapter 16 ONLY. General Architecture, Life Safety, Serviceability, Accessibility, Electrical, Plumbing, Mechanical, and all non FBC Chapter 16 items…are the responsibility of others." Additionally, "The drawings and designs will be valid for 1 year after the date it is signed and sealed or until a newer version and/or revision of the Code having jurisdiction is adopted, whichever occurs first." See individual signed and sealed drawings, specifications, and/or report for exact verbiage with respect to professional engineering responsibility and disclaimers.

6. For security purposes, unless noted otherwise, all drawings signed and sealed by SEI shall be printed through SEI. Handling / Printing Fees in general will be 1 hr drafting + $1.5 / page (24x36), $1 / page (11x17).

7. Unless specifically noted otherwise, Fees do not include costs such as printing, shipping, handling, e-mailing, web posting, etc…

Terms and Conditions:

1. It is understood and contemplated that the Consultant, SEI, Inc. (including but not limited to its officers, employees, agents and / or representatives), will at some point in the future be retained by and testify for other clients who have interests that directly conflict with Client. Specifically, SEI, Inc. (including but not limited to its officers, employees, agents and / or representatives) may be hired by persons and entities that have claims against Client and it is understood that SEI, Inc. (including but not limited to its officers, employees, agents and / or representatives), under such circumstances will be called upon to testify against the Client. Such testimony and consulting work is both contemplated and expressly allowed under the terms of this agreement.

2. Unless otherwise specifically contracted, SEI is providing general Consulting Services. SEI is not the Design Professional of Record, Prime Professional, Engineer of Record, Architect of Record nor a Delegated / Alternate Design Engineer. It has been contemplated and understood by the parties that SEI is NOT responsible for the design and / or construction of the project. Specifically, SEI is not responsible for the acts or omissions of any design professional, delegated / alternate professional, contractor, subcontractor, or material supplier. Ultimately, the suitability and/or use of any product, concept or design is the responsibility of others, NOT SEI. Minimum fees will apply.

3. If intrusive testing is performed, repair of those areas is the responsibility of others, not SEI.

4. It is agreed between Consultant (SEI) and Client (in part or whole) that SEI is allowed to provide any services or engage in any work for any client which may or may not reasonably constitute a conflict of interest. The fact that the Consultant is retained by other owners or builders or anyone shall not be interpreted to be a conflict of interest.

5. SEI is providing prices as estimates only. Based on complexity or unforeseen factors, SEI reserves the right to modify fees on an individual job basis. All invoices and invoice discrepancies including but not limited to price adjustments, processing fees, and add-ons must be disputed within 30 days of invoice.

6. Expert Witness: A 1.33 multiplier will be added to the prevailing hourly rate, including travel, when deposed, testifying in court, mediation, arbitration, deposition, appraisal, etc. See Table 1. Note: If SEI is requested to make themselves available / scheduled for a specific block of time and: 1) the engagement is canceled and or changed within 7 days of the start of the scheduled time, 25% of the fee based on the prevailing hourly rate for the block of time will be invoiced, 2) the engagement is canceled and/or changed within 3 days of the start of the scheduled time, 50% of the fees based on the prevailing hourly rate for the block of time will be invoiced, or 3) the engagement does not take the entire block of scheduled time, 25% of the fees based on the prevailing hourly rate for the unused portion of the block of time will be invoiced. Remaining work will be billed at the prevailing hourly rate.

7. Unless explicitly agreed in writing prior to commencing services, the Client shall not identify or tender any SEI personnel as expert or other witnesses in legal proceedings. If expert witness services are required, the Client must disclose this beforehand. The parties must then agree upon the scope of the expert role, additional fees, conflict check, confidentiality terms, and ownership of the work product. Failure to notify SEI of potential expert or other witness services before engagement may result in termination of services and further remedies.

8. If a Structural Engineering & Inspections, Inc. Expert's findings, and/or opinions, and/or testimony is challenged (Daubert, Frye, or other), the **client must notify SEI within seventy-two (72) hours**. The client agrees to allow SEI's Expert to defend himself or herself against the challenge, inclusive of

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retaining independent counsel. The client agrees to reimburse SEI for any expenses incurred, including hourly time and independent counsel's time in association with the challenge.

9. The Contractor shall coordinate all drawing(s) and construction which shall include but not be limited to review the structural drawings with all trades, product manufacturers, delegated engineering documents, other designers… and bring all conflicts and/or unclear issues to the attention of the Consultant for resolution prior to commencement of work.

10. Means and methods of construction including but not limited to bracing, shoring, or other temporary support is the responsibility of others. Review of related documentation will be performed at the prevailing hourly charge.

11. Construction Phase Services: The Contractor, not SEI, is responsible for the construction of the project. SEI is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier; for safety precautions, programs, or enforcement; or construction means, methods, sequences, and procedures employed by the Contractor.

12. During the period of time that SEI is involved with the project, SEI shall be notified of and permitted to observe any repairs or any other activity taking place at the project that may lead to spoliation or the discovery of additional information. Spoliation as referenced herein is defined as willful or negligent destruction or alteration of evidence. SEI requests at least two weeks' notice of such activity; emergency repairs will be handled on a case-by-case basis. SEI's participation will be performed at the prevailing hourly charge plus costs.

13. During the period of time that SEI is involved with the project, if a report is issued by any party that provides adverse opinions to SEI, the report must be provided to SEI within **72 hours** of Client's knowledge of its existence.

14. Client agrees to forward all new information (including Discovery, rebuttals, etc.) to SEI upon receipt. Further, Client pre-authorizes SEI to perform a review, conduct further investigation (including additional testing), and/or amend our findings after such information is provided. Fees will be based on the prevailing hourly rate and are beyond the estimated fees and costs provided above.

15. Dispute Resolution: The Client and SEI agree that they shall first submit any and all unsettled claims, counter claims, disputes, and other matters in question between them arising out of or relating to this agreement to mediation in accordance with the Construction Mediation Rules of the American Arbitration Association, effective as of the date of this agreement.

16. Force Majeure: Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.

17. Opinions of Cost: If included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgments as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, over contractor's methods of determining pricing, or over competitive biddings or market conditions, Consultant cannot and does not guarantee that proposals, bids, or the actual construction costs will not vary from Consultant's opinions or estimates of probable construction cost. Establishment and/or Verification of Construction Cost and/or percentages of construction relative between Existing and/or New are NOT within the scope of this proposal.

18. Ownership of Documents: All documents prepared or furnished by the Consultant pursuant to this agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein, including all copyrights. Consultant grants a license to use instruments of Consultant's professional service for the purpose of constructing, occupying, or maintaining the project(s). Re-use or modification of any such documents by Client without Consultant's written permissions is prohibited. Client agrees to indemnify and hold Consultant harmless as well as defend and assume complete responsibility of all claims, damages, and expenses, including court costs and attorney's fees arising out of unauthorized re-use by Client or by others acting through Client.

19. Standard of Care: The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with Consultant services.

20. Indemnity: The Client and Consultant each agree to indemnify and hold harmless, and their respective officers, employees, agents, and representatives from and against liability for all claims, losses, damages, and expenses, including reasonable attorneys' fees proximately caused by their respective negligent acts, errors, or omissions. To the extent such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the Client and Consultant, they shall be borne by each party in proportion to its negligence.

21. Risk Allocation: In recognition of the relative risks, rewards, and benefits for this Project to both the Client and the Consultant, to the fullest extent permitted by law, the Client agrees to indemnify the Consultant including consultant officers, directors, employees, agents for the first $25,000 for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultants' services, the Project, or this Agreement, from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract, or breach of warranty. Additionally, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents, and Consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to services, the Project, or this Agreement, from any cause or causes whatsoever, including but not limited to negligence, strict liability, breach of contract, or breach of warranty shall not exceed the 2x (two times) the total compensation received by Consultant under this Agreement, or the total amount of $100,000, whichever is greater. If the above Reference condition is not acceptable, please contact our office. One option for us is to get a project specific policy and pass through the premium to the Client at cost (Typical policies start at $80,0000).

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FLORIDA STATUTE 558.0035: "PURSUANT TO FLORIDA STATUTE § 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF STRUCTURAL ENGINEERING & INSPECTIONS, INC. (SEI) MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT."

22. The Engineer and the Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination.

23. Right to Cure: The Client and Contractor agree to allow the Consultant to Minimize and Mitigate mistakes as well as provide notification with Time to Cure. All "Backcharges" shall be limited to the specific individual job under this agreement and shall be approved in writing by an Officer of SEI prior to commencement of any work.

24. Termination of Contract: Client may terminate this Agreement with seven days' prior notice to Consultant for convenience or cause. Consultant may terminate the Agreement for convenience or cause with seven days' prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid all amounts due for services, expenses, and other related charges.

25. Use of Electronic Media: Copies of documents that may be relied upon by Client are limited to the printed (also known as hard copies) that are signed and sealed by Consultant. Files in electronic formats, or other types of information furnished by Consultant to Client such as text, data, or graphics, are only for convenience of Client. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic formats, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those in use by Consultant at the beginning of the project. Any and all documents transferred to Client shall be considered "Read Only" and shall not be modified or reused by the client.

26. Prior Agreements: This Estimate of Work / Proposal supersedes prior agreements between the Consultant and Client. Additionally, if this Estimate of Work / Proposal has been included as an Attachment or Appendix, the verbiage shall govern under the SEI title.

27. Right of Entry: Client will furnish right of entry on the property for Consultant and Consultant's agents to make including but not limited to inspections, tests, and explorations. Consultant will take reasonable precautions and care to minimize damage to the structure, property, and grounds caused by our operations, but Consultant has not included in our fees the costs of restoration of any damage which may result from our activities.

28. Hazardous Environment Conditions: It is acknowledged by both parties that SEI's scope of services does not include any services related to the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive material.

29. The services outlined in this proposal do not include inspection or testing for the presence of mold or other microbial organisms. Therefore, SEI does not assume any liability for the presence of mold and/or other microbial organisms at the project before, during, or after our services are completed. By accepting this proposal, the Client agrees to waive all SEI responsibility and liability regarding the potential presence of mold and/or other microbial organisms.

30. It is understood and contemplated that the Consultant, SEI, Inc. (including but not limited to its officers, employees, agents and/or representatives), will at some point in the future be retained by and testify for other clients who have interests that directly conflict with Client. Specifically, SEI, Inc. (including but not limited to its officers, employees, agents and/or representatives) may be hired by persons and entities that have claims against Client and it is understood that SEI, Inc. (including but not limited to its officers, employees, agents and/or representatives), under such circumstances will be called upon to testify against the Client. Such testimony and consulting work is both contemplated and expressly allowed under the terms of this agreement.

31. All disputes, claims, or controversies arising out of or relating to SEI (including its officers, employees, agents, and representatives) or this agreement shall be subject to the exclusive jurisdiction and venue of the Hillsborough County Court, Florida.

**THIS PROPOSAL IS INTENDED ONLY FOR THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED. It may contain privileged, confidential, attorney work product, or trade secret information that is exempt from disclosure under applicable laws. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this proposal is strictly prohibited. If you have received this proposal in error, please notify us immediately by telephone and return the original (and all copies) to us by mail at the addressed listed below.

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RIGHT TO ENTER PROPERTY

Right of Entry: The above referenced Owner furnishes right of entry on the property for Consultant (Structural Engineering and Inspections Inc.) and Consultant's employees and agents to make including but not limited to inspections, tests, explorations, etc… Consultant will take reasonable precautions and care to minimize damage to the structure, property and grounds caused by our operations.
The following may be performed during our investigation (including but not limited to):

- Conduct a site visit to interview the property owner(s) and to document and photograph the reported damage to the property.
- Perform a series of tests around the perimeter of the home. (test pit excavations, hand auger borings, hand cone penetrometer probes, standard penetration test borings…)
- Access and physically walk / crawl in the attic and / or crawl spaces to gather information.

The following may occur to the property. A sample list would be (including but not limited to):

- Flattened / damaged grass, wood chips, flowers, plants, shrubs
- Grade / ground not level
- Insulation as a result of entry to the attic
- Damaged items below insulation or within / adjacent to constricted areas of attic / crawl space
- Sidewalk chalk placed on exterior walls
- Paint removed by tape

If intrusive testing is performed, repair of those areas is the responsibility of others, not SEI.

As always, if you should have any questions or need additional information, please feel free to contact us.

Regards,
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