



## *Structural Recertification Services Fee Proposal*

**To:** Westland Plaza Gardens Condo  
1300 W 53 St.,  
Hialeah, FL

**Attention:** Felix Garcia  
President of Board of Directors

**Reference:** Westland Plaza Condo-Structural  
Recertification

**Date:** May 2, 2025

**Address:** 1300 W 53 St.,  
Hialeah, FL

**Folio #:** 04-2035-055-0010

### **Structural Recertification General Information**

The primary purpose of the required inspection and report is to reasonably confirm that the referenced building or structure remains safe for continued use under its current occupancy. This inspection aims to assess the general structural condition of the building or structure to the extent reasonably possible, identifying any components, materials, or assemblies that may impact its safety or load-bearing capacity, in accordance with applicable codes.

In general, an existing structure that has withstood the test of time and continues to perform satisfactorily is considered reliable. However, it is rarely possible—or necessary—to visually examine all concealed construction elements.

### **Project Description**

The building undergoing recertification is a three-story structure that appears to be constructed primarily of cast-in-place concrete with infill concrete masonry walls. The ground floor consists of an open parking garage, while residential units occupy the second and third floors. The building contains a total of 38 units. To comply with the minimum guidelines for recertification, access will be required to at least 10 units.

### **Assumptions and Exclusions:**

Our proposal assumes that the client will provide access to all areas of the building and coordinate with tenants (if applicable) as necessary for the inspection dates agreed upon with the client or an owner-designated representative. Any inspection delays resulting from a failure to coordinate with tenants may result in fee adjustments.

Additionally, our proposal assumes that roof access will be available; if not, the client shall be responsible for providing access. The use of lifts or other specialized equipment to access elevated areas, if required, is not included in this proposal and shall also be the responsibility of the client.

Design services, if required to address any deficiencies, are not included within the scope of this proposal.

The structural survey and report do not guarantee compliance with building recertification requirements.

The client or owner's representative is expected to provide all available records, including drawings, reports, and any documentation of open violations.

Please note that the electrical portion of the recertification is excluded from this proposal.

### **Scope of Basic Service**

Our basic services are limited to conducting a site observation for one (1) day and preparing the Initial Inspection Report. Additionally, our office will develop a deficiency report for the exclusive use of the



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client. An Amended Inspection Report will also be provided upon completion of the required repairs. Please note that any re-inspection visit will incur an additional fee, as outlined in the Basic Service Fee.

### Basic Service Fee

Vila Structural Consulting Engineers, Inc. proposes to perform the above-described Basic Services for a lump sum fee of:

**Three Thousand Four Hundred Twenty Dollars (\$3,420.00)** Weekday option or,  
**Four Thousand Two Hundred Dollars (\$4,200.00)** Weekend option.

The fee for Re-Inspection visit (if necessary) is **Four Hundred and Fifty (\$430.00)** weekday.

### Reimbursable Expenses

Reimbursable expenses as defined by AIA B101 are included in the Basic Service Fee.

Prepared by: Vila Structural Consulting Engineers, Inc.

Accepted by: Client Representative

(Signature)

05/02/2025

(Date)

Jose E. Vila Alvarez, PE / Principal

(Printed Name / Title)

(Signature)

5/5/25

(Date)

Lissette de la Paz

(Printed Name / Title)

Please review, sign, and return a copy to our office. The Terms and Conditions on the following pages are part of this Agreement.



STRUCTURAL CONSULTING ENGINEERING

## Terms and Conditions

**Engineer's Responsibility:** Vila Structural Consulting Engineers, Inc. shall perform its services consistent with professional skill and care ordinarily provided by engineers practicing in the same or similar locality under the same or similar circumstances. Vila Structural Consulting Engineers, Inc. shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**Additional Services:** Services not included in the Scope of Basic Services requested by the client or required by the project after the adoption of this agreement should be considered Additional Services. Client shall have the option to request a different proposal of direct the Engineer to proceed per the Hourly Rates.

### **Excluded Services**

1. The design and/or detail non-structural architectural elements.
2. The design of site civil related structures.
3. Recurring meetings, unless agreed in the Basic Services

### **Hourly Rates**

Engineer	\$97.50
Project Engineer	\$135.00
Senior Proj. Engineer	\$150.00
Associate	\$172.50
Principal	\$195.00
CAD Operator	\$67.50
Senior CAD Operator	\$112.50

Hourly Rates are adjusted yearly, starting on January 2025.

**Compensation:** Client shall compensate Vila Structural Consulting Engineer, Inc. for Basic Services on the following percentage basis:

Site Visit	50%
Initial Report	50%

Vila Structural Consulting Engineers, Inc. will bill the client on a monthly basis in proportion to the services performed in re-inspection phase. If the Basic Services covered in this agreement has not been complete within one year/s for reason beyond our control; compensation should be adjusted equitably.

Payments are due and payable upon presentation of Vila Structural Consulting Engineers, Inc.'s invoice. Amounts unpaid 15 days after the invoice date shall be considered late and Vila Structural Consulting Engineers, Inc. reserves the right to stop work and/or withhold documents.

### **Compensation for Reimbursable Expenses:**

Reimbursable Expenses are in addition to compensation for Basic Services and Additional Services include expenses incurred by Vila Structural Consulting Engineers, Inc. directly related to the Project as stated in AIA B101. Reimbursable Expenses will be billed monthly as they are incurred.

**Contractor's Means & Methods:** Vila Structural Consulting Engineers, Inc. shall not have control, charge of, or responsibility for the construction means, methods,

techniques, sequences or procedures, or safety precautions and programs in connection with the Work, nor shall we be responsible for the Contractor's failure to perform the Work.

**Hidden Conditions (If Applicable):** Hidden Conditions are structural conditions concealed by existing finishes or are not capable of investigation by reasonable means of observation. Vila Structural Consulting Engineers, Inc. shall promptly notify the Client if there are visible signs of a hidden condition deficiency or any discrepancy from provided documentation. Client shall be responsible for any cost related to investigation of the hidden condition as well as any additional services arising from the deficiencies or discrepancies observed. If the Client declines to pursue the investigation after due notification, or if Vila Structural Engineers, Inc. has no reason to believe that a deficiency or discrepancy exists; then, the Client is responsible for all risks associated with this condition and Vila Structural Consulting Engineers, Inc. shall not be responsible for the existing condition nor resulting damages to persons or property.

Vila Structural Engineers, Inc. shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**Mediation:** Vila Structural Consulting Engineers, Inc. and Client agree that any claim, dispute, or other matter in question arising out of or related to this Agreement and the Project shall be subject to formal Mediation; unless the parties mutually agree otherwise. Anything contained in any other contract document notwithstanding, Vila Structural Consulting Engineers, Inc. shall not be bound by any provisions requiring arbitration of disputes or controversies arising out of Vila Consulting Structural Engineers, Inc.'s work.

### **Miscellaneous**

- 1- Nothing contained in this agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Client or Vila Structural Consulting Engineers, Inc.
- 2- The Client shall not assign this Agreement without written consent from Vila Structural Engineers, Inc.
- 3- In the event any part or provision of this Agreement is held to be illegal or enforceable, this shall not have the effect of making illegal or enforceable any of the other parts or provisions.

**Termination:** Either party may terminate this Agreement upon not less than (7) seven days' written Notice should the other party fail to perform in accordance with this Agreement. If the Client terminates this Agreement, Client agrees to compensate Vila Structural Consulting Engineers, Inc. for services performed prior to Termination, together with Reimbursable Expenses and Termination Expenses (if any).