



# BuildSpace Engineering Structure Inc. (BESI)

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Tel: 778-235-5447 ; 604-588-8795

, 2015

Mr.

**Re: Proposed Residence @ . Surrey, BC (Area Of Building Approx. 3000 Sq.Ft. normal complexity)**  
**Dwelling Type: 2-Storey**

Dear Sirs:

Thank you for giving us the opportunity to provide a fee proposal for the above project.

Our fees to provide services as required by the current BC Building Code and based on the scope of work in Appendix A are as follows:

- Structural Engineering Consulting Services (as per Appendix-A)=\$0.35/ft\*3000+\$170\*3=\$1560 (three times of field review in Surrey are included, if site is out of Surrey, auto mileage is not included. )
- Extra field reviews if required are invoiced at a rate of **\$170.00** per visit. If the site is out of Surrey, auto mileage for field review will be invoiced at \$0.45/km.

In order to maintain our fee the following items must be noted:

1. Changes in the scope of works once agreed may require review of fee.
2. This proposal is valid for 90 days from the date of this letter and we reserve the right to review this proposal after this date.
3. A retainer of \$ 800.00 is required for the project start up fee.
4. Two sets of sealed structural drawings, schedule B1,B2 and insurance certificate if required are provided. Extra copies will be invoiced at cost plus 10% handling fee.
5. Contractual period to finish the design: 1 week min. ; 2~3 weeks normal; 4 weeks max.

All fees do not include any costs incurred by GST.

Yours truly

\_\_\_\_\_

\_\_\_\_\_

Total: \_\_\_\_\_

By signing a copy of this letter kindly confirm your acceptance. \_\_\_\_\_

Date of acceptance. \_\_\_\_\_

BESI Seal of approval and signature of representative : \_\_\_\_\_

Date of approval and BESI Project #: \_\_\_\_\_ B \_\_\_\_\_

## Appendix-A

### Scope of Services:

- A) To provide review of the structural components of the base building only, and construction drawings in accordance with the current BC Building Code
- B) To provide field reviews as required during the construction period.

### Construction will be as follows:

- Wood framed construction on concrete foundations and footings all designed in accordance with current BC Building Code.

### This fee proposal is based on the following:

- The Consultant shall render the Services, as specified in the Scope of Services, to the Client in accordance with the following terms of engagement. The Consultant may, at its discretion and at any stage, engage sub-consultants to perform all or any part of the Services.
- The Client will provide the Consultant with copies of the truss shop drawings and the home plans.
- Charges for the Services rendered will be made on completion, in accordance with the Consultant's Fee Proposal. All Charges will be payable in Canadian Dollars. Invoices will be due and payable by the Client within thirty- (30) days of the date of invoice without hold back. Interest on overdue accounts is 3% per month.
- Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.
- Either party may terminate this engagement without cause upon contractual period's notice in writing, on termination by Client party under this paragraph, the Client shall forthwith pay to the Consultant its charges for the Services performed, including all expenses and other charges incurred by the Consultant for this Project; on termination by Consultant party under this paragraph, the Client may get the paid consulting fee back as a max.
- If either breaches this engagement after completion of design and before the construction, the non-defaulting party may terminate this engagement after giving seven- (7) days' notice to remedy the breach, if the default is on the Client party under this paragraph, the Client shall forthwith pay the Consultant its charges for the Services performed to the date of termination, including all fees and charges for this Project; if the default is on the Consultant party under this paragraph, the Client may get the paid consulting fee back as a max.
- Both parties shall sign off termination letter when both parties agree to terminate the engagement.
- In performing the Services, the Consultant will provide and exercise standard of care, skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services contemplated in this engagement at the time when and the location in which the Services were performed.
- All of the documents prepared by the Consultant or on behalf of the Consultant in connection with the Project are instruments of service for the execution of the Project. The Consultant retains the property and copyright in these documents, whether the Project is executed or not. These documents may not be used on any other Project without prior written agreement of the Consultant.
- Where applicable, field services recommended for the Project are the minimum necessary, in the sole discretion of the Consultant, to observe whether the work of a Contractor retained by the Client is being carried out in general conformity with the intent of the Services. Any reduction from the level of the services recommended will result in the Consultant providing qualified certification for the work.
- If requested in writing by either the Client or the Consultant, the Client and the Consultant shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. If a dispute cannot be settled within a period of thirty; (30) calendar days with the mediator, the dispute shall be referred to and finally resolved by arbitration under the rules of The Association of Professional Engineers and Geoscientists or by an arbitrator appointed by agreement of the parties.

- Liability is limited to insurance coverage in place at time of acceptance of this proposal, unless the owner obtains project insurance. The client expressly agrees that the consultant's employees and principals shall have no personal liability to the client in respect of a claim, whether in contract, tort and/or any cause of action in law.

Accordingly the client expressly agrees that it will bring no proceedings and take no action in any court of law against any of the consultant's employees or principals in their personal capacity. The total amount of all claims the Client may have against the Consultant or any present or former partner, executive officer, director, stockholder or employee thereof under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to a sum of \$1000.00 or the consultant's fees; whichever is greater. No claim may be brought against the Consultant in contract or tort more than two; (2) years after the Services were completed or terminated under this engagement.

- The Consultant shall not be responsible for:
  - (a) The failure of a contractor, retained by the Client, to perform the work required for the Project in accordance with applicable contract documents
  - (b) Any damage to subsurface structures and utilities which were identified and located by the Client
  - (c) Any Project decisions made by the Client if the decisions were made without the advice of the Consultant or contrary to or inconsistent with the Consultant's advice
  - (d) Any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruptions
  - (e) The unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client
  - (f) Obtaining the necessary building permits from the authorities having jurisdiction. The Client is responsible for ensuring that all the required city/municipality building permits are obtained for the Project.

**Our services will not include:**

- Sampling, testing and reporting on materials used in construction.
- Surveying of property to establish legal boundary grades and location of buildings.
- Subsurface soil investigations report and supervision of the foundation installation relative to the bearing strata. Underpinning methods of any adjacent structures. If Shoring is required the owner shall retain a geotechnical-engineering as sub-consultant. We assume good bearing conditions are present.
- Specifications or inspections of interior finish, the building envelope, steel studs, waterproofing, roof drainage, building ventilations systems, mechanical or electrical systems.