Proposal for

Structural Engineering Design Services
(Structural design "mark-up" services)

Subject: Project Description – Project Address
Proposal No: 14xxxx
Rev: 0

Dear client name:

Further to your request and further to our recent correspondence, K. H. Davis Engineering Consultants Ltd proposes to provide you with structural engineering design services for the above noted project.

As part of this work, we will provide structural engineering design and specifications for this project as required to meet the requirement of the 2012 Ontario Building Code for building permit submission and approval by the Municipality.

Deliverables include:

- Marked-up architectural drawings showing required structural elements. We will supplement your hard-copy drawings with structural engineering design info which you or your designer will add to your final architectural drawings for building permit application and approval. Once this information is added to your drawings, we will stamp the drawings for structural content.
- Structural Specifications relating to the design elements noted above. These written specifications can be appended to your final drawing package set for your building permit application.
- Standard details commonly used in residential construction.

Fee Breakdown: Update pricing as per project’s scope of work:

<table>
<thead>
<tr>
<th>Design Phase</th>
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<tbody>
<tr>
<td>I. Structural Design and Specifications for Permit: (Fixed Fee)</td>
<td>$1,800 + HST</td>
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<tr>
<td>II. Disbursement Costs: (Fixed Fee)</td>
<td>$150 + HST</td>
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<tr>
<td>(Printing, copying, etc.)</td>
<td></td>
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<tr>
<td><strong>Grand Total Fees:</strong></td>
<td><strong>$1,950 + HST</strong></td>
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<tr>
<th>Construction Phase</th>
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<tbody>
<tr>
<td>III. Site Visits During Construction: (Per Site Visit)</td>
<td>$525 + HST per site visit</td>
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(If you need us to prepare separate structural drawings of the structural details, then an additional fee of approximately 75% of the design fee noted above will be charged. This assumes that you will provide us with AutoCAD base drawings for our use in the preparation of these drawings.)
Please note that this proposal includes structural design services only. No site reviews are included in the fixed fee proposal since during construction of small projects, site reviews are normally carried out by the Municipal Building Inspector who ensures that construction is carried out as per the approved permit plans.

If site visits are required as part of this design project, then these site visits will be carried out on an as-needed basis and each site visit will be invoiced separately from this fixed fee design fee.

**General Expectations:**

We propose to provide all structural design work required to detail the project for building permit application and approval only.

Please note that this proposal excludes the design of “vendor engineered” features such as:
- pre-cast retaining wall systems
- handrails and guards (except standard wood guards from Part 9 of the 2012 OBC)
- roof trusses
- glass features, including handrails and guards
- stairs

Also excluded are services which are outside of the normal scope of service of a structural engineering consultant such as:
- Design of structural steel connections (It is normal practice that the structural consultant only provides connection forces which are used by the steel fabricator to design connections as per the CISC Code of Standard Practice for Structural Steel.)
- Geo-technical (soils) investigations (soils investigations are not part of our scope of work)
- materials testing (testing concrete, welds, etc. during construction; if needed, costs for same shall be borne by the owner)
- utility locates (this is normally the responsibility of the contractor during construction)
- Design of temporary shoring or bracing during construction (100% the responsibility of the Contractor. Note that in some jurisdictions the municipality requires engineered drawings showing shoring & temporary support and this is not part of our work, but rather, is the responsibility of the contractor.)
- Heat loss calculations/mechanical (done by an HVAC designer if significant changes to the heating system are done. Our drawings may not contain sufficient information for an HVAC designer to prepare heat loss calculations i.e.: glazed areas, etc.)
- Electrical (electrical work is under the jurisdiction of the Electrical Safety Authority, permit is taken out by the electrical contractor)
- Zoning reviews and committee of adjustment applications (not related to the Building Code, but are governed by local municipal by-laws. We assume that someone has verified that the proposed work complies with zoning by-laws.)
- Flood-proofing design as may be required by conservation authorities (related to local geography and if required, is an additional fee)
- Dimensioning of structural elements for layout purposes (it is assumed that the drawings that we “supplement” will be provided with dimensions suitable for laying out the new construction and associated structural elements)

Also excluded are co-ordination meetings with other parties, such as the Owner.

We will not provide any services deemed to be within the practice of architectural design or interior design unless this is expressly stated in our fee proposal.

We require one hard-copy set of the proposed design layout drawings (or .PDF files of same) which can be scaled to within about 5% accuracy, which we can use as a basis for our structural mark-up. We expect the architectural layout drawings to be complete, insofar as they must show the complete architectural layout, drawn to scale, with the appropriate architectural details, such that the structural layout of the building can be clearly determined up-front.
The above information must be made available to us prior to design, since incorrect assumptions during design lead to additional design costs.

It is also assumed that, when we are asked to provide structural design services, the client has agreed to the layout shown on the drawings that we are “supplementing”. We will not, as part of our work, make layout design changes to the overall design of the project.

**Changes**

Changes which are made to the design for whatever reason following our completing our initial design work are charged extra.

Once the structural design information provided by our office has been added to the architectural drawings, we will stamp the drawings to indicate that we are taking responsibility for the structural design component of the project.

This Proposal does not include any time for us to make a building permit application on your behalf, nor does it include any building permit fees.

*Please note that this proposal will be valid for only 60 calendar days.*

**Optional Site Visits:**

It is entirely possible that, once construction commences, the municipality may require us to carry out site visits to ensure that structural framing work is being carried out in accordance with our design intent. If we are required to carry out such site visits during construction, our site visits are charged on a per-site-visit basis. To reduce administrative costs, we require payment for site visits *at the time of our site visit* by Visa, MasterCard, or Cheque Payable to “K H Davis Engineering Consultants Ltd”:

**Site Visits:** ($525 each visit*)  

$525 + HST

- Site visits include a one (1) page report which identifies the extent of work complete to date, and indicates whether or not the structural work is being carried out in general conformance with our design intent. It is assumed that no more than 1.5 hours are spent by us on site and that the site is located within the City of Toronto. Payment is to cover our costs to travel to the site, carry out a site review, and prepare a brief site report. Site visits are charged on a per-visit basis.

Site visits will be charged on a per visit basis. Note that K.H. Davis Engineering Consultants Ltd. cannot be held liable for errors related to structural aspects of the work if we are not called to inspect the work during construction. However, when we are asked to provide a General Review Commitment Certificate to you as part of your building permit application, it is herewith agreed that you or your Contractor will be responsible for contacting us to carry out such reviews at appropriate stages during construction. K.H. Davis Engineering Consultants Ltd will not regularly monitor progress of construction projects unless we are specifically requested to do so under a separate fee arrangement.

**Schedule:**

Our work schedule varies. Usually, we are able to carry out a design project within approximately 2 weeks of receiving your authorization to proceed. Please ask us to confirm a delivery date prior to your acceptance of this proposal.

**Work beyond the Scope of Work:**

Work which is not included in the above Scope of Work will be charged at the following standard hourly rates, along with other miscellaneous charges:

<table>
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<tr>
<th>Role</th>
<th>Rate</th>
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<tr>
<td>Senior Structural/ Principal</td>
<td>$180/hr.</td>
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Structural Designer $ 120/hr.
Intermediate Designer $ 85/hr.
Junior Designer $ 75/hr.
Draftsperson $ 65/hr.

Usually disbursement costs, such as printing, plotting, courier, etc. are charged at a fixed fee shown in the proposal. However, in some circumstances, the actual cost may exceed our estimate and as such, we reserve the right to charge for these costs at “cost plus 15%”.

**Terms:**

- 50% retainer fee payment in order to commence work on your project.
- 50% final payment upon delivery of your completed design drawings.

Scheduling of projects does not take place until we receive your signed authorization and the above noted retainer fee.

Payment of all fees shall be condition precedent to the use of information prepared by us, and such payment shall not be contingent on the work actually proceeding.

**Insurance:**

K.H. Davis Engineering Consultants Ltd. is insured for $1.0M per occurrence and $2.0M in the aggregate against any losses arising from errors and omissions. Details of our insurance coverage can be provided if required.

**Limitation of Liability of Employees and Principals**

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 other cause of action in law. Accordingly, the Client expressly agrees that it will bring no proceedings and take no action in court of law against any of the Consultant’s employees or principals in their personal capacity.

In providing services under this agreement, K.H. Davis Engineering Consultants Ltd. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. Upon notice to K.H. Davis Engineering Consultants Ltd., and by mutual agreement between the parties, K.H. Davis Engineering Consultants Ltd. will, without additional compensation, correct those services not meeting such a standard.

Also note that K.H. Davis Engineering Consultants Ltd. will not be liable for any damages arising as a result of un-foreseen conditions which are revealed once construction of the project commences. Such conditions would include unsuitable soils, buried structures or services, soil contamination, high water table, etc. or ANY other site conditions which may lead to additional construction or re-design costs.

We look forward to being of service to you on this project. Please call should you have any questions.

Yours very truly,

K.H. Davis Engineering Consultants Ltd.

Ken Davis, P. Eng.
Consulting Structural Engineer
President

1468 Danforth Ave
Toronto, ON M4J 1N4
Phone: 416-489-1228
Fax: 416-429-3991
Email: mail@khdavis.com
Website: www.khdavis.com
Authorization to Proceed:

Please proceed with the above work in accordance with this fee proposal:

Name of Project Owner or Authorized Representative thereof (Please Print) ____________________________

Signature of Project Owner or Authorized Representative thereof ____________________________

Date ____________________________________________