

STRUCTURAL DESIGN ASSOCIATES
2802 ROCKEFELLER AVE.
EVERETT, WA 98201
PHONE: 425.339.0293 FAX: 425.252.0916
EMAIL: sda@strucdes.com WEB: www.strucdes.com

Date: _____ SDA Project Number: _____
(For office use only)

A DEPOSIT OF 50% IS DUE AT TIME OF JOB SET UP. WE ACCEPT CASH, CHECK, VISA AND MASTERCARD.

ARCHITECT DESIGNER CLIENT _____

PHONE: _____ FAX: _____ EMAIL: _____

PROJECT NAME: _____

PERSON/COMPANY TO BE BILLED: _____

SIGNATURE: _____

By signing or typing your name above you agree to the terms and conditions of this contract (see page 2)
Signer is responsible for payment on account.

PHONE: _____ FAX: _____ EMAIL: _____

BILLING ADDRESS: _____

LEGAL DESCRIPTION OR ADDRESS OF CONSTRUCTION SITE:

Note: E&O Insurance not provided if location of building site is not known in advance of engineering.

_____ ZIP CODE: _____

WIND EXPOSURE B C D

Exposure B has terrain with buildings, forests or surface irregularities covering at least 20% of the ground level area extending 1 mile or more from the site. Exposure C has terrain that is flat and generally open, extending 1/2 mile or more from the site in any full quadrant. Exposure D is generally along the ocean.

TYPE OF STRUCTURE: Residential Commercial Industrial Other

Notes: _____

TYPE OF WORK: New Construction Remodel Structural Investigation Other

Notes: _____

WORK REQUIRED: Gravity Foundation Lateral Other

NUMBER OF FLOORS: 1 2 3 4 5 Basement

PRIMARY BUILDING MATERIAL: Wood Steel Concrete Masonry

ADDITIONAL INFORMATION:

Roof: Tile Composition Shake Metal Snow Load: _____

Floor/Deck: Concrete Topping -- Thickness _____ in Tile Carpet Hardwood

Special Attention: Draw neatly for permit? Yes No Number of sets: _____

*ESTIMATED DESIGN FEE: \$ _____ (Printing & Postage Extra) *FAST TRACK -- FEE: \$ _____ *To be completed by SDA

*Estimated Start Date: _____ *Fast Track Completion Date: _____

GENERAL TERMS AND CONDITIONS

WARRANTY. Structural Design Associates (SDA) provides services in accordance with generally accepted professional practices in its fields of specialty. No other warranty or representation, either express or implied, is included or intended as part of its services, proposals, agreements, or reports.

SCOPE AND EXECUTION OF SERVICES. SDA will diligently proceed with the agreed scope of services and will provide such services in a timely manner. However, the time required for completion of services may vary due to conditions unknown to or beyond the control of SDA. SDA makes no warranties regarding the time of completion of its duties under this contract, and will not be responsible for any damages, consequential or otherwise, caused by delay in the completion of its services.

In the event that the Client requests termination of services prior to completion, SDA reserves the right to complete such analysis and records as may be necessary to place its files in order and, where considered necessary to protect its professional reputation, to complete a report on the work performed to date of termination. A termination charge of up to 30 percent of charges incurred to date of notice of termination by the Client may be made at the discretion of SDA.

TERMS OF PAYMENT. Invoices will be submitted as follows: Due Upon Receipt, Fifteen (15)-Day Net and Thirty (30) day net and shall be due and payable upon receipt. A late payment charge of 1.5 percent per month will be payable on any amount not paid within 30 days of invoice date, payment thereafter to be applied first to accrued late payment charges and then to the principal unpaid amount. SDA may, at its option, withhold delivery of reports and any other data pending receipt of payment for all services rendered.

LIABILITY LIMITATIONS. SDA's liability for loss, cost, damage or expense (including attorneys' fees) due to professional negligence is limited to (a) for insured liabilities arising out of engineer's negligence, to the amount of insurance then available to fund any settlement, award or verdict; (b) for uninsured liabilities, to \$50,000 or 50% of the fee earned by engineer under this Agreement, whichever is less.

DAMAGES. Subject to the limitation of liability above, SDA's liability shall be further limited to direct damages, which shall mean all damages incurred by the Client as a result of nonconformity to customarily accepted good, sound, professional practices and procedures (including the correction or replacement of unsuitable, defective or damaged equipment, buildings or structures or parts thereof), arising out of SDA's performance of this Agreement. All other damages such as loss of use, profits and like losses are consequential damages for which SDA is not liable.

JOB SITE. Where the scope of services calls for construction-related services, Client agrees that in accordance with generally accepted construction practices, the construction contractor shall be required by Client to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of persons and property. Client further agrees to defend, indemnify and hold SDA harmless from any and all liability, real or alleged, in connection with the performance of construction-related services on this project, excepting liability arising directly from the professional negligence of SDA in the manner noted elsewhere in these General Terms and Conditions.

DISPUTES. Any controversy, claim or dispute shall be construed and enforced in accordance with the laws of the state from which SDA's services are contracted. In any legal or arbitration proceedings brought by either party to enforce or interpret any of the terms or conditions of this Agreement, including the collection of any payments due hereunder, the prevailing party shall be entitled to recover all reasonable costs incurred in defense of the claim, including staff time at current billing rates, court costs, attorneys' fees, and other claim-related expenses.

ADDITIONAL SERVICES. Where services resulting from significant changes in the general scope, extent or character, of the project or its design, including but not limited to, changes in size, complexity, client's schedule, character of construction or method of financing and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, governing agencies, codes or orders enacted subsequent to the preparation of such studies, reports, or documents or any other cause beyond the control of SDA, SDA will be paid by the client for the additional services according to the TERMS OF PAYMENT as included in these GENERAL TERMS AND CONDITIONS and Attachments. Such ADDITIONAL SERVICES will be agreed to and reduced to writing as an Amendment to this PSA prior to their execution.

OTHER. If SDA is requested to respond to any mandatory orders for the production of documents or witnesses on Client's behalf regarding work performed by SDA, Client agrees to pay all costs incurred by SDA not reimbursed by others in responding in such order, including staff time at current billing rates and reproduction expenses.

These General Terms and Conditions shall be used in combination with a Professional Service Agreement, Proposal, Purchase Order, or Contract. These combined documents shall be the entire Agreement and shall supersede any other agreement between Client and SDA relating to such matter, in case of conflict or Inconsistency between these General Terms and Conditions and any other contract documents (excepting payment provisions), these General Terms and Conditions and any other contract documents (excepting payment provisions), these General Terms and Conditions shall control, if any provisions of the separate or combined documents are legally unenforceable, the document(s) shall remain in effect to the extent permitted by law.

Chris Covington, Principle Engineer
Structural Design Associates

Client Signature: _____

(By signing or typing your full name you agree to the terms and conditions listed above)

Date: _____