

**Contract for Professional Engineering Services**

**SRG Engineering, Inc.**

P.O. Box 925

Gray, ME 04039

Tel: (207)-657-7323 www.srgeng.com

**1. Project Information**

Project No. <b>16-110</b>	Date: <b>October 21, 2016</b>
Client: <b>Battery Steele Brewery</b>	Project Name: <b>Battery Steele Mech'l Unit Support</b>
Attn: <b>Mr. Jacob Condon</b>	<b>1 Industrial Way, Unit 12</b>
Street: <b>554 Highland Ave.</b>	<b>Portland, ME</b>
City, State, Zip: <b>South Portland, ME 04106</b>	Cell #'s: <b>(207) 409-5334 &amp; (207) 749-5035</b>

- 2. Scope of Services** (Investigation and design for support of new mechanical unit placed on roof and existing mezzanine).
1. Provide one (1) site visit to observe and document existing roof framing (done 28Sept2016).
  2. Perform structural analysis of roof framing for support of proposed roof top unit.
  3. Provide one (1) site visit (per your request) to observe and document existing wood framed mezzanine for support of new mechanical unit since roof top support will not cost effectively work.
  4. Perform structural analysis of existing mezzanine framing and design of new framing to support new mechanical unit.
  5. Provide Maine P.E. stamp on mezzanine framing plan with related notes and details.

**3. Assumptions**

1. Design platform live load = 100psf.
2. SRG Engineering to be compensated for direct time and reimbursables should the original design be rejected and/or require revisions after original drawing submittal.

**4. Exclusions**

- |   |  |
|---|--|
| 1. Survey control and layout.   | 7. "As-built" Documents.                   |
| 2. Utility design.  | 8. Special Inspections per IBC.            |
| 3. Construction monitoring and/or structural tests and special inspections.   | 9. Construction Monitoring/Administration. |
| 4. "Bound" project specifications.  |  |
| 5. Design changes caused by incorrect information provided by others.   |  |
| 6. SRG related time and expenses due to review of original SRG submitted design by others or unforeseen conditions. |  |


**5. Schedule:**

Anticipated Start Date: **Already Started.**  
 Anticipated Completion Date: **Already Completed.**

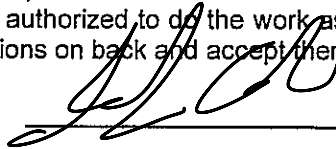
**6. Compensation**

SRG Engineering, Inc. hereby proposes to furnish professional services in accordance with the above scope of services and job description. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written request and will become an extra charge over and above the estimate. All agreements contingent upon accidents or delays beyond our control. Payment will be made as follows:

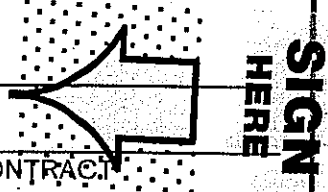
- Upon Completion                       Within 30 Days from Billing Date
- Time Charge Plus Reimbursable Expenses: Estimated fee \$1,900.00 plus reimbursable expenses.

Authorized Signature:  Date: **October 21, 2016**  
 Steven R. Grant, President

**Acceptance of Proposal:** The prices, specifications, and standard conditions included herein (on back) or attached are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined. I (we) have reviewed the terms and conditions on back and accept them.

Date: **10-24-16**                      Signature: 

For: \_\_\_\_\_  
 THE SIGNEE HEREON CERTIFIES THAT THEY ARE AUTHORIZED TO CONTRACT  
 FOR THE SERVICES OUTLINED HEREON.  
 PLEASE RETURN SIGNED COPY



## Terms and Conditions

Engineer of Record (EOR) shall perform the services outlined in this agreement for the stated fee agreement.

**Access to Site** - Unless otherwise stated, the EOR will have access to the site for activities necessary for the performance of the services. The EOR will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

**Fee** - The total fee, except stated lump sum, shall be understood to be an estimate, based upon the stated specific Scope of Services and understanding of work required at the time of this proposal and shall not be exceeded by more than ten percent, without authorization from the Client. When the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered. Reimbursable expenses include travel, phone (communications), copies, FAX, postage and per diem when overnight travel is required. Communications fee is 3% of amount invoiced.

**Billing/Payments** - Invoices will be submitted monthly for services and reimbursable expenses, and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the EOR may, without waiving any claim or right against Client and without liability whatsoever to the Client, terminate the performance of the service. Retainers will be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid, the Client shall pay cost of collection, including reasonable attorney and paralegal fees.

**Indemnifications** - The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the EOR, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

**Hidden Conditions** - A structural condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If the EOR has reason to believe that such a condition may exist, the client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) the EOR has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the EOR shall not be responsible for the existing condition, nor any resulting damages to persons or property.

**Risk Allocations** - In recognition of the relative risks, rewards and benefits of the project to both the Client and EOR, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the EOR's total liability to the Client, if any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000, the amount of the EOR's fee (whichever is *most*) or additional amount as stated below under special conditions. Such causes, include, but are not limited to the EOR's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. For additional liability coverage, owner agrees to increase EOR fee at the rate of (to be negotiated).

**Dispute Resolution** - In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the EOR agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation. The Client and the EOR further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

**Design Without Construction Phase Services** - It is understood and agreed that the EOR's Basic Services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, and that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and supervision and waives any claims against the EOR that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the EOR harmless from any loss, claim or cost, including reasonable attorneys' fees and costs of defense, arising or resulting from the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the EOR. If the Client requests in writing that the EOR provide any specific construction phase services and if the EOR agrees in writing to provide such services, then they shall be compensated for as Additional Services at current rates.

**Termination of Services** - This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the EOR for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

**Design Without Geotechnical Engineering Investigation** - It is understood and agreed that the EOR's Basic Services under this Agreement are based on assumed geotechnical parameters including but not limited to; soil bearing, settlement, drainage, backfill, and frost protection requirements. The EOR recommends geotechnical design parameters be determined by a geotechnical engineer (contracted by others) registered in the state the project is constructed prior to EOR performing structural design. The Client assumes responsibility for any and all geotechnical related issues that result from not having a geotechnical investigation performed and waives any claims against the EOR that may be in any way connected thereto.

**Jobsite Safety** - Neither the professional activities of the Engineer, nor the presence of the Engineer or its employees and subconsultants at a construction/project site, shall impose any duty on the Engineer, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Engineer and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Engineer and the Engineer's subconsultants. The Client also agrees that the Client, the Engineer and the Engineer's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

**Standard of Care** - In providing services under this Agreement, the Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

**Third-Party Beneficiaries** - Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Engineer. The Engineer's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or nonperformance of services hereunder. The Client and Engineer agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**Ownership Documents** - All documents produced by the EOR under this agreement shall remain the property of the EOR and may not be used by this Client for any other endeavor without the written consent of the EOR.

**Applicable Law** - Unless otherwise specified, this agreement shall be governed by the laws of the State of Maine.