

AGREEMENT FOR ENGINEERING SERVICES

This Agreement made this 16 day of January, 2016 between:

(hereinafter called CLIENT)

J.R.MacKenzie, P.Eng.
7916 Goodlad Street
Burnaby, BC, V5E 2H9
Canada

(hereinafter called ENGINEER)

Scope of Services

ENGINEER shall furnish services as set forth in Appendix 1, "Services". ENGINEER shall serve as an independent consultant to CLIENT and shall have control over and be responsible for the means and methods for completing the Services. This Agreement shall not be assigned by either party, including any moneys payable hereunder, without the prior consent in writing of the other party.

Term of Agreement

This Agreement shall be in effect for one year from the date of Agreement noted herein.

Acceptance by CLIENT

As evident by receipt of drawings, specifications, telephone conversations, emails, or other data from the CLIENT after the date of this Agreement, CLIENT written acceptance of this Agreement is not required. Unless written rejection or modification to this Agreement by CLIENT is received by ENGINEER within five business days of the date of this Agreement, the CLIENT accepts all terms and conditions of this Agreement.

Suspension or Termination

This Agreement may be suspended or terminated by CLIENT upon notice in writing to ENGINEER. CLIENT shall pay for all expenses reasonably incurred by ENGINEER. If CLIENT reactivates the Services, the cost and schedule effect shall be considered.

Compensation

Compensation shall be negotiated on a Lump Sum basis, or on a Rates basis, as set forth in Appendix 1, "Services". Rates shall be those set forth in Appendix 2, "Rates". Additional reimbursable expenses, invoiced at cost, shall include the following:

- a. Travel, overnight lodging, meal expenses, local transportation if required for trips out-of-town.
- b. Reproduction and duplicating, other than electronic, of drawings, notes, specifications, or reports, if required.
- c. Specialized consultants such as for subsurface investigations, laboratory testing and geological studies, if required.
- d. Automobile charges at \$0.50 per kilometer, if required.
- e. Communication expenses such as courier services, brokerage services including customs' charges, and mailing charges, if required.
- f. Engineering registration expenses, if set forth in Appendix 1, "Services".

Invoices and Payments

Itemized invoices will be issued with payment due within 30 days of invoice.

Ownership of Materials

Original documents, digital files, tracings, and the like, except those furnished to ENGINEER by CLIENT, are and shall remain the property of the ENGINEER as instruments of service. CLIENT shall be furnished electronic copies of all drawings and calculations prepared under this Agreement. CLIENT shall be furnished copies of drawings and calculations upon request, invoiced as set forth in Appendix 2, "Rates".

Confidential Data

Any information, data and designs designated in writing as confidential by one of the parties hereto to the other during the currency of the Agreement, shall at all times hereafter be kept confidential by such other party, and such other party shall not at any time hereafter disclose any such information, data and designs to any person firm or corporate whomsoever, or whatsoever.

Estimates of Probable Costs

ENGINEER'S estimates of probable costs shall be based on ENGINEER'S experience and information available at the time such estimates are made. Given assumptions which must be made, ENGINEER cannot guarantee the accuracy of ENGINEER'S estimates of probable cost of the Work or construction costs arising from the Work.

Construction Review

Construction Review by ENGINEER does not constitute a warranty or guarantee of any type. Construction contractors engaged by CLIENT shall be fully responsible for the quality of their own work and for adhering to the plans and specifications. ENGINEER shall not be responsible for the supervision and management of the work forces of the constructors, including the construction means, methods, techniques, sequences or safety procedures employed by the constructors to complete the work. CLIENT and CLIENT'S constructors shall promptly report to ENGINEER any alleged defects in the Work in order that ENGINEER may take prompt measures to remedy such alleged defects. ENGINEER may recommend to CLIENT the rejection of any Work that does not conform with ENGINEER'S recommendations, specifications or design.

Certification

CLIENT shall not require ENGINEER to make any certification that would result in ENGINEER certifying the existence of conditions whose existence ENGINEER cannot assure nor shall CLIENT make payment of any amount to ENGINEER in any way contingent upon ENGINEER'S certifying the existence of conditions whose existence ENGINEER cannot assure.

Changes

Any agreed upon schedule, completion date, price and/or maximum cost shall be equitably adjusted to reflect the following:

- a. Addition, modification, or deletion of Services by CLIENT.
- b. Discovery of conditions which differ from those shown in or reasonably inferable from the Agreement.
- c. Delay or suspension of Services by CLIENT or by any other entity.
- d. Modification or delay in providing design criteria, information or decisions by CLIENT.
- e. Force Majeure event, or any other cause beyond ENGINEER'S reasonable control.

Limitation of Liability

ENGINEER will perform the Services with that degree of care, skill and diligence ordinarily exercised by a professional engineer practicing in the same locality under similar conditions. No other representation, warranty (express or implied) is included or intended in this Agreement, or in any report, opinion, document or otherwise. In no event shall ENGINEER be liable for loss of earnings or other consequential, indirect, special, or incidental damages whatsoever arising out of or in any way relating to the Services or this Agreement from any cause or causes, including but not limited to loss or damage caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty (express or implied) of ENGINEER, regardless of whether such loss or liability shall be claimed in contract, equity, tort or otherwise, and howsoever claimed, calculated or characterized. Notwithstanding anything to the contrary contained in this Agreement, the aggregate liability of ENGINEER under this Agreement including without limitation for the negligence, professional errors or omissions, strict liability, breach of contract or warranty (express or implied), shall be limited to \$250,000. ENGINEER'S liability under this Agreement, shall expire one year from the completion of Services under this Agreement, except for claims brought against ENGINEER by CLIENT during such one year period.

Indemnity

ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless CLIENT for any damages arising directly by the negligent performance of services of ENGINEER under this Agreement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that ENGINEER has no duty to defend CLIENT from and against any claims, causes of action, or proceedings of any kind.

CLIENT, to the fullest extent permitted by law, shall indemnify and hold harmless ENGINEER for any damages arising directly by the negligent performance of services of CLIENT under this Agreement. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties expressly agree that CLIENT has no duty to defend ENGINEER from and against any claims, causes of action, or proceedings of any kind.

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

Neither CLIENT nor ENGINEER shall be liable to the other for the performance of its obligations under the Agreement if such performance is prevented by any event of Force Majeure.

In witness whereof, the parties have duly executed this Agreement.

CLIENT

ENGINEER

By: _____

By: James R. MacKenzie, P.Eng.

(Title)

APPENDIX 1

Services

The Services are required for the following project:

The Services shall paid by a Lump Sum of _____,
and/or by the Rates of Appendix 2.

The Services shall include:

ITEM	INCLUDED	NOT INCLUDED (SUBJECT TO RATES)
Structural Engineering	Included	
Drafting (drawings)	Included	
Construction Review		Not Included
Travel		Not Included
Reproduction		Not Included
Testing (Laboratory or Field)		Not Included
Architectural		Not Included
Building Envelope		Not Included
Environmental		Not Included
Geotechnical		Not Included
Surveying		Not Included
Civil Engineering		Not Included
Automobile per kilometer		Not Included
Communications		Not Included
Engineering Registration Expenses	Included	
Computers and Software	Included	

APPENDIX 2

Rates

Hourly rates are as follows:

Engineer	\$150.00
Drafter	\$100.00

Disbursements, including reproduction, communications and travel are at cost.