

WORK ORDER

SPRATT EMANUEL ENGINEERING LTD.

2348 Yukon Street, Vancouver, B.C. V5Y 3T6

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Client Name: STRATA PLAN LMS 280
C/O SOUTHVIEW PROPERTY MANAGEMENT
Reporting Address: 110 – 7580 River Road
Richmond, B.C.
V6X 1X6

Our File: S18-551

Date: July 24, 2018

Your PO:

Attention: Mr. Kevin Green
Email: kevingreen@telus.net

Telephone:

Project: Strata Plan LMS 280 – Chateau Comox
1272 Comox Street, Vancouver, B.C.

Review Engineer: Mark W. Emanuel, P.Eng., Principal

Assisted by: John Drinkwater, P.Eng.

Description: Professional Building Envelope Engineering Services
– Visual Building Envelope Condition Survey

- As per our Visual Building Envelope Condition Survey Proposal P4382-18-REVISED dated July 20, 2018.
- Our Reference Files: S07-262, S08-273, S10-367, S12-416, and S13-435.
- Mr. Don Davidson, Strata President
Email: dondavidson67@yahoo.ca



Estimated Cost: \$7,000 at hourly rates plus disbursements plus GST

I/ We hereby agree to be bound by the attached Terms of Agreement for this assignment

MWE/ch

Client Acknowledgement

Danny MacDougall

June 1, 2018

SCHEDULE OF FEES

CHIEF ENGINEER	\$250 per hour
SENIOR ENGINEER	\$180 per hour
PROJECT ENGINEER	\$160 per hour
PROJECT CONSULTANT	\$150 per hour
INTERMEDIATE TECHNICIAN	\$ 110 per hour
CLERICAL	\$ 70 per hour
DISBURSEMENTS — MILEAGE	\$.70 per km.
DISBURSEMENTS — OTHER	At Cost Plus 15%

GST will be added to our hourly rates and disbursements

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TERMS OF AGREEMENT

GENERAL: The Consultant shall render the Services, as rendered in the attached scope of services, to the Client for this project 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.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Consultant's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered. The Consultant's current Schedule of Fees and disbursements are included in the Consultant's Budget Estimate. 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 the invoice without holdback. Interest on overdue accounts is 12% per annum. The Engineer may carry out a credit check on the Client.

REPRESENTATIVES: Each party shall designate a representative who is authorized to act on behalf of that party and receive notices under this Agreement.

TERMINATION: Either party may terminate this Agreement without cause upon thirty (30) days' notice in writing. On termination by either 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.

ENVIRONMENTAL: The Consultant's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater. The Consultant will co-operate with the Client's environmental consultant during the field work phase of the investigation.

PROFESSIONAL RESPONSIBILITY: In performing the Services, the Consultant will provide and exercise the 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 Agreement at the time when and the location in which the Services were performed.

LIMITATION OF LIABILITY: The Consultant shall not be responsible for:

- (a) the failure of a contractor, retained by the Client, to perform the work required in the Project in accordance with the applicable contract documents;
- (b) the design of or defects in equipment supplied or provided by the Client for incorporation into the Project;
- (c) any cross-contamination resulting from sub-surface investigations;
- (d) any damage to sub-surface structures and utilities which were identified and located by the Client;
- (e) 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;
- (f) any consequential loss, injury or damages suffered by the Client, including but not limited to loss of use, earnings and business interruption;
- (g) the unauthorized distribution of any confidential document or report prepared by or on behalf of the Consultant for the exclusive use of the Client.

The total amount of all claims the Client may have against the Consultant under this Agreement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the amount of any Professional Liability Insurance the Consultant may have available at the time such claims are made. 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 Agreement.

Coverage is excluded for claims involving infiltration of precipitation into a building envelope or any component thereof in a building which is, in whole or in part, a multi-unit residential building, or a school building that does not incorporate rainscreen technology.

PERSONAL LIABILITY: For the purposes of the limitation of liability provisions contained in the Agreement of the parties herein, the Client (on its own behalf and as agent for the Client's employees and principals) expressly agrees that it has entered into this Agreement with the Consultant, which specifically includes the Consultant, its employees, sub-consultants, and principals (whether in their personal or corporate capacities)). The Client expressly agrees that the Consultant's sub-consultants (including those sub-consultants' principals (whether in their personal or corporate capacities)) will have no personal or corporate liability to the Client in respect of any claim, whether in contract, tort or any other 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, sub-consultants or principals in their personal or corporate capacities, or both.

DOCUMENTS: 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 the prior written agreement of the Consultant.

FIELD SERVICES: 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 services recommended will result in the Consultant providing qualified certifications for the work.

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