



## Structural Engineering Order Form

Contact Name: _____	Homeowner Name: _____
Billing Company Name: _____	Project Address: _____
Billing Address: _____	City, State, Zip: _____
City, State, Zip: _____	Legal Description: _____ Gate Code: _____
Email: _____	Subdivision: _____
Phone No.: _____	County: _____ Metal Building: Y_ N_ Lot to be Cut: Y_ N_
Builder: _____	How is lot marked: _____
Architect / Designer: _____	Location of site: ( <i>Attach a copy of a map showing the site location</i> )
Foundation Contractor: _____	How did you hear about us? _____

**ARCHITECTURAL PLANS:** *The PDF and CAD (.dwg) file must include:*

- *Floor plans with all floor levels and type of fireplace, if any*
- *All four exterior elevation views showing exterior wall coverings such as brick, stone, etc. and location/size of brick/stone lug*
- *All slab drop locations and size and depth of slab drop. Any applicable special construction notes*
- ***Designs cannot be started without the final architectural plans***

**BILLING:** *50% deposit required before the project will be added to our queue*

- *Additional fees charged if CAD (.dwg) file is not provided*
- *Estimated square footage pulled from the architectural plans may differ from the final square footage billed*
- *Second half of fees for each service/design invoiced separately upon completion*
- *Payment required before designs and/or inspection certification letters are released*
- *Inspections required with each design and billed upon completion*
- *Additional fees charged each time an inspection fails*

**INSPECTIONS:** *All inspections shall be requested at least two business days prior*

**PLEASE CHECK ALL THAT APPLY:**

**FOUNDATION:** *Approx. 15 business days*

- Site-Specific Geotechnical Sample Investigation \*Required to design foundation. The SSI includes an on-site investigation in the building pad area collecting soil sample(s) to approximately 24"-48" maximum depth and measuring the ground surface slope. Additionally, the SSI includes the soil sample analysis to determine the plasticity index. Clients' presence is not required.*
- I already have a Site-Specific Geotechnical Report. \*Please provide a copy of the report.*
- Conventional Foundation Design and Pre-Pour Inspection with Engineer's Certification Letter*

**WIND BRACING:** *Approx. 20-30 business days*

- Wind Bracing Design and Inspection with Engineer's Certification Letter*  
*Wind Bracing Tall Wall Detail of 12 feet and taller (Additional fee per tall wall)*

**FRAMING:** *Approx. 20-30 business days*

- Framing Design and Inspection with Engineer's Certification Letter*

**OTHER SERVICES:**

- Site Visit to Determine Scope of Work*
- Specific Member Design with Site Visit (CMU Block Wall, Retaining Wall, Footing, Beam, Column, Lintel, or Truss Detail)*
- As-Built Floor Elevations Survey*
- Other: \_\_\_\_\_*

*I hereby authorize Ever Engineering, LLC to begin work on the project stated on this order form subject to the Terms and Conditions on the back, which I have received, read, and agree to.*

**Authorization Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**EVER ENGINEERING, LLC  
ADVANCED ENGINEERING SERVICES  
TERMS AND CONDITIONS**

The Client hereby agrees that Ever Engineering, LLC - Advanced Engineering Services (henceforth referred to as "the Company") shall perform the services outlined in the attached Structural Engineering Order Form subject to these Terms and Conditions for the stated fee arrangement.

**Access to Site**

The **Company** will have access to the project site in order to perform the necessary activities for the requested services, unless otherwise stated. The **Company** will take precautions to minimize damage due to these activities. The **Company** has not included in the project fee the cost of restoration of any resulting damage.

**Certifications, Guarantees, and Warranties**

The **Company** shall not be required to sign any documents, no matter by who requested, that would result in the **Company** having to certify, guarantee or warrant the existence of conditions whose existences the **Company** cannot ascertain. The **Client** agrees not to make resolution of any dispute with the **Company** or payment of any amount due to the **Company** in any way contingent upon the **Company's** signing any such certification.

**Dispute Resolution**

Any claims or disputes made during design, construction or post-construction between the **Client** and the **Company** shall first be submitted to non-binding mediation. The **Client** and the **Company** agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

**Indemnification**

The **Client** shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the **Company**, his or her officers, directors, employees, agents and subconsultants from and against all claims, demands, lawsuits, damage, liability and cost, including reasonable attorney's fee and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the **Company**.

**Terms**

The Company requests that all invoices be paid upon receipt, unless other arrangements have been made.

**Late Payments**

Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance. The **Client** shall pay all costs of collection, including reasonable attorney's fees in the event any portion or all of an account remains unpaid ninety (90) days after billing. The project site owner agrees that the **Company** shall have the right to file a Mechanics Lien on the property described herein should any payment due the **Company** remain unpaid.

**Limitation of Liability / Waiver of Warranties**

In recognition and consideration of the relative risks and benefits of the project to both the **Client** and the **Company**, the risks have been allocated such that the **Client** agrees, to the fullest extent permitted by law, that the liability of the **Company** and its subconsultants to the **Client** and to all construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes shall be limited so that the total aggregate liability of the **Company** and its subconsultants to all those named above shall not exceed \$1,000 or the total fee for services rendered on this project, whichever is greater, and any claims against the **Company** and its subconsultants for any other actual, incidental or consequential damages are hereby waived and released. Claims and causes subject to this limitation of liability include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty. The **Company** warrants only that the services provided hereunder shall be performed with the reasonable and ordinary degree of skill and care consistent with that currently and commonly exercised by a reputable member of the **Company's** profession in the state in which the services are performed under the same or similar circumstances. No other warranties, express or implied, including without limitation, any warranties of quality or fitness, are intended or made by this Agreement or performance of the services and all such other warranties are hereby expressly waived.

**Termination of Services**

This agreement may be terminated by the **Client**, or the **Company** should the other fail to perform its obligations hereunder. In the event of termination, the **Client** shall pay the **Company** for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents**

All documents produced by the **Company** under this agreement shall remain the property of the **Company** and may not be used by the **Client** for any other venture without the written consent of the **Company**.