



K2 ENGINEERING, INC.

AN ALABAMA CORPORATION

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Contract Acknowledgement / Terms & Conditions

Effective Date: November 6, 2009

Thank you for your order of engineering and ancillary services (described below). Our acceptance of it is expressly conditional on your assent to this document and all of its provisions as a contract between Example Client (hereinafter "Client") and K2 Engineering, Inc. (hereinafter "K2 Engineering"). This document shall constitute the entire agreement between the Client and K2 Engineering. No additional, different, or revised terms and conditions shall become part of this agreement unless expressly agreed to by K2 Engineering in writing. No other representation, expressed or implied, and no other warranty is included or intended in this contract, or in any report, opinion, document, or otherwise generated as a result of this contract. Client understands and agrees that this contract is solely between the Client and K2 Engineering and that both parties specifically waive their rights of subrogation of their roles in this contract to any third party.

Project / Building Name: Example Project Kingsport, TN

Applicable Design Codes (if any): ASCE 7-05

Provide sealed shop drawings (and accompanying supporting calculations) suitable for the on-site, stick-built fabrication and erection of exterior cold-formed steel curtainwalls ancillary to a concrete and structural steel superstructure of the building noted above. The cold formed steel curtainwall elements will be designed as Components & Cladding and will only resist wind loads and dead loads of facing materials (except ground-supported brick facade) and are NOT part of the structure's Main Wind Force Resisting System (MWFRS). Seismic and Blast loads are not to be considered. K2 Engineering will NOT be acting nor serve as the Engineer of Record (EOR).

The Client specifically releases K2 Engineering from all responsibility for those building features and those areas of the building not mentioned above. Responsibility for furring, fascia, metal claddings and cladding connections, screens, interior walls, floors and platforms, soffits, storefront, canopies, and glass curtainwall, concrete, and structural steel (red iron) framing are NOT within the scope of K2 Engineering. Where practical, Powder-Actuated Fasteners (PAFs) will be used to attach cold formed steel framing to structural steel or concrete. The engineered design will preclude the welding of any cold formed steel member. Wire-tied or wire-supported framing of any sort will not be used. Any connections to elevated deck or bar joists will be specially detailed as directed by Architect and/or EOR. Wall studs and connections will be designed as per EOR's drawings and specifications, but final design may vary from that shown on structural drawings if calculations demonstrate that changes are needed and that the new design meets applicable design standards.

Analysis, design, and shop drawings will be based solely upon information shown in signed and sealed architectural and structural drawings and supplemental specifications, clarifications, etc. provided by Project Architect, Engineer of Record (EOR), and Client. Procurement, coordination and updating, approval, and delivery of such supplemental and/or revised or amended information is NOT the responsibility of K2 Engineering. After commencement of work, subsequent changes and/or as-built corrections will adversely affect delivery date and/or price. Further, lack of timely response from the Architect, EOR, and relevant third parties will adversely affect delivery date and/or price. Shop drawings will consist of cross sections taken through several wall sections of interest and will be keyed to typical details pertinent to wall framing construction. Cross sections will be referenced from a plan drawing. Specific callouts for stud sizing, permanent bracing, screw requirements, PAF requirements, etc. will be provided in tabular form on a "specifications" sheet. Member callouts will be for standardized SSMA shapes whenever possible, with no vendor preference. Bills of Material, cut lists, and other similar detailed output, will NOT be provided. For submittal to Architect, manufacturer's product literature for studs, fasteners, and other components employed in this project will NOT be provided by K2 Engineering, but rather by Client.

Total price estimated at \$x000.00. Delivery of two (2) sets of sealed drawings on regular Bond and one (1) set of sealed calculations on or before December 4, 2009, or four (4) weeks from date when signed contract and retainer check is received by K2 Engineering, via postal mail, whichever is later. Contract terms and obligations shall expire and become void if not signed and accepted by both parties on or before November 11, 2009.

Unless specifically stated to the contrary above, the Client has contracted K2 Engineering solely for professional engineering services for the purpose of analyzing and designing the cold formed steel framing for the structure noted. Inspection or observation of construction is specifically NOT included. UNLESS SPECIFICALLY STATED TO THE CONTRARY ABOVE, THE CLIENT HAS SPECIFICALLY RELEASED AND HOLDS HARMLESS K2 ENGINEERING FROM ALL OTHER ASPECTS OF THE BUILDING DESIGN INCLUDING, BUT NOT LIMITED TO, OVERALL BUILDING STRUCTURAL INTEGRITY, ROOF AND/OR FLOOR DIAPHRAGM STIFFNESS AND STRENGTH, STRUCTURAL STEEL DESIGN, DECKING, INTEGRITY OF EXISTING STRUCTURES, FOUNDATION, TEMPORARY BRACING AND SHORING, LOADS FROM TORNADOES, BLAST-INDUCED LOADS, NON-LOAD-BEARING INTERNAL PARTITIONS, EXTERIOR CLADDING AND ROOFING, INTERIOR FINISHES AND FIXTURES, PLUMBING, INTERIOR EQUIPMENT, ELECTRICAL, EGRESS, ACCESS, ACCESSIBILITY AND OCCUPANCY, ELEVATORS, FIRE PROTECTION AND FIRE RESISTANCE, NON-STRUCTURAL BUILDING CODE ISSUES, RADON ISSUES, VERMIN CONTROL, AND ENERGY EFFICIENCY. The Client agrees to seek other professional help as needed regarding these other building design aspects. The Client agrees that K2 Engineering shall not be held liable for any special, indirect, incidental, or consequential damages suffered during the building erection. The Client also agrees that K2 Engineering shall not design, approve, or otherwise assume any responsibility for the design of any temporary bracing or shoring required during construction. Further, Client agrees that K2 Engineering shall not be responsible for any acts or omissions of any Contractor(s), subcontractors, or suppliers nor for failures or other problems arising from unsafe and/or unworkmanlike construction practices or failure to comply with all applicable construction specifications, documents and construction and safety codes. Client agrees that changes in, or deviations from, any aspect of engineered details shown on any submitted document or drawing without written consent from K2 Engineering relieves K2 Engineering and its employees and/or associates from any and all responsibility for the altered detail.

Performance

Timely performance by K2 Engineering is contingent upon Client furnishing K2 Engineering, when needed, all required technical information, drawings, and referenced specifications, and drawing approval. Performance is also contingent upon prompt response from any relevant third parties. K2 Engineering shall not be held responsible for delays in completing design work or other performance due to matters beyond its control.

The standard of care for all professional engineering and related services performed or furnished by K2 Engineering will be the reasonable care and skill ordinarily used by members of the engineering profession practicing under similar circumstances at the same time and in the same locality. K2 Engineering makes no warranties, expressed or implied, in connection with services rendered.

Drawing Coordination and Internal Consistency

Client understands and agrees the K2 Engineering's deliverable product consists solely of drawings and/or other documents affixed with a registered engineer's signature and date (in blue ink only) and a corresponding embossed (raised) engineer's seal over that signature. Client agrees that all other drawings (originals or reproductions) and other documents without a signature in blue ink and embossed seal are considered: unchecked, not-for-construction; and for informational purposes only. Client understands and agrees that K2 Engineering's drawings are copyrighted works that are protected under applicable copyright laws. In the event of revisions, Client further agrees that any existing prior sets of drawings and other documents will be destroyed or returned to K2 Engineering to be updated, at Client's expense. Coordination and internal consistency of drawings and other documents that have been delivered to the Client shall remain the responsibility of the Client. Client specifically releases K2 Engineering and its subcontractors from any future consequences resulting from use of, or referral to, un-revised and/or unchecked drawings sets or calculation sets, whether originals, copies, or in the form of electronic media. Any drawings delivered electronically will be made available only in a non-editable format, such as PDF, and not in a native format, such as DWG.

Rates, Expenses, and Payment

Hourly rates for registered engineers are \$80 per hour. Drafting services (if available) are at the drafting subcontractor's rate plus 15%. Engineering software development is at a rate of \$70 per hour. Costs for drawing reproduction and/or delivery, sealing of drawing sets, miscellaneous services, etc. are the total of engineer's time at full rate (1 hour minimum) plus subcontractor costs, if any. Other expenses, if any, such as travel, lodging, mileage, etc. are invoiced at cost. Travel time is charged at the full hourly rate. Out of town travel is subject to a minimum charge of eight hours per day. Fees from Architect or EOR for electronic drawing files or other materials are invoiced at cost and added to invoice.

A non-refundable retainer of \$ 750.00 is required in advance for the first phase of the project. Balance is due upon delivery of final set of sealed drawings and/or design results. Projects exceeding four weeks may optionally be invoiced on an incremental basis every two weeks. Make checks payable to: K2 Engineering, Inc. Please note that K2 Engineering reserves the right to pursue all legal recourse, including attachment of Mechanic's or Materialman's Liens, to secure payment of Past Due accounts. Should the Client change the scope of the work described above either in writing or verbally, Client agrees to pay K2 Engineering for the additional work involved in said change. K2 Engineering may elect to document the changes in the form of an Engineering Change Notice (ECN) or Contract Addendum.

Changes made or additional work requested after the contract has been satisfied will be invoiced separately on a "time and materials" basis using rates noted above. Client agrees that the provisions of this contract shall extend to any additional work. An additional draw of \$ 750.00 will be required in the event Client desires to review check prints in advance of final sealed drawing set. Client agrees and understands that all invoices, whether for contracted work or subsequent additional work, are considered due and payable upon presentation of invoice to Client. In the event that all or any portion of the work prepared or partially prepared by K2 Engineering be suspended, abandoned, or terminated by the Client, the Client shall pay K2 Engineering for all fees, charges, and services provided for the Project, not exceeding any contract limit set herein and not less than the retainer amount noted above.

Allocation of Risks

To the fullest extent permitted by law, the total liability, in aggregate, of K2 Engineering to the Client, or anyone else claiming by, through, or under the Client for any and all claims, loss, or damages in any way related to this Project for any cause or causes, including but not limited to negligence, professional errors or omissions, shall not exceed the total compensation received by K2 Engineering. Any applicable statute of limitations shall begin to run not later than the date of final completion of the project.

Intellectual Property

K2 Engineering agrees to honor and keep private all trade secrets, confidential business matters and other intellectual property of the Client. Any methodologies, software, etc. developed by K2 Engineering during the course of the work described above remain the intellectual property of K2 Engineering. K2 Engineering will retain possession of one copy of the final set of drawings and/or design documents and all red-lined or revised interim sets of drawings and/or documents.

Client Acceptance (by Client or Agent for Client)

Client has read this document completely and fully understands its terms and implications. Signature below is by the Client or a duly authorized agent of the Client. Client agrees that any terms of which he had questions were explained to his satisfaction.

Client, or Agent for Client

Date

President, K2 Engineering, Inc.

Date

(Please initial the 1st page, sign above, and make a copy for your records. Then mail completed contract and retainer check to K2 Engineering.)