



TERMS & CONDITIONS OF SERVICE – March 17, 2011

Definitions:

- **PClassic** - Project Classic LLC, it's officers, directors, agents, affiliates, employees or sub-consultants.
- **Client** - The person or organization that PClassic is entering in contract with.
- **Client's Agent** - Client **OR** Client's Office Manager.
- **Terms** - All elements described by this document.
- **Contract** - The legal agreement adopting these Terms as part of it by reference.
- **Work** - Structural Engineering Design & Calculations **OR** Structural Engineering Inspections.
- **Building** - Main building structure referred to in Contract.
- **Design Rate** - \$120 / Hour
- **Permit Set** - Hard Copy of Signed and Sealed Structural Plans (and Calculations, if city required).
- **Distribution Set** - Full Structural PDFs. Also DWG's of plan views (excludes details, schedules and notes).

Intent: This document defines the terms and conditions for all agreements entered with PClassic. Work is performed with the same standard of care as provided by other Professional Structural Engineers working on similar projects, under similar conditions in the same geographical area.

Engineer of Record Qualifications: Structural Plans delivered by PClassic shall be signed by a Florida Licensed P.E. that has passed the NCEES Structural 1 examination, as communicated by the term **Structural 1** under the "My Florida License Profile".

Project Conditions:

- Client will arrange accessibility of site for activities PClassic is to perform to provide agreed Services.
- Client shall fully disclose all project's important conditions before requesting a Contract from PClassic.

Additional Work: Changes that require rework **OR** Work on structures not explicitly included in Contract shall be billed additionally at Design Rate upon verbal or written authorization from Client's Agent.

Payment: All billing is issued by email to Client or Client's Office Manager.

- Retainer invoice will be issued immediately. Work will begin upon receipt of this payment.
- Final invoice will be issued immediately upon delivery of (4) Permit Sets and (1) Distribution Set.
- Client may View and Pay Online current under his PClassic Web Account.
- Invoices will be considered past due and accrue at 1.5% monthly if not paid within (30) calendar days.
- Payment to PClassic shall not be conditional to Client receipt of third party payments.

Dispute Resolution:

- Prior to any Claims, Client shall retain a Structural P.E. to identify and assess items being questioned.
- Mediation shall be the primary method of dispute resolution.
- Litigation: The prevailing party shall collect reasonable attorneys fees from the non-prevailing party.

Indemnification & Limitation of Liability:

- Client shall hold PClassic harmless from and against all damage, liability and cost, including reasonable attorney's fees 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 PClassic.
- The Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for 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 greater of \$50 000 or PClassic's fee. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents:

- All documents produced by the Firm under this agreement shall remain the property of the firm and may not be used by the Client for any endeavor without the written consent of the Firm.