

PO Box 475  
Manchester, CT 06045  
(860) 338-1702  
www.souzastructural.com

May 19, 2017

Michael Stack  
C/O 534 Storrs Rd  
Mansfield, CT 06250

Ref: Proposal to provide structural engineering services for deck repairs and ramp replacement at 534 Storrs Road, Mansfield, Connecticut

Dear Mr. Stack:

Souza Structural Engineering, LLC (herein referred to as SSE) is pleased to submit this proposal to provide structural engineering services for the above mentioned project. The project will involve design and detailing of required repairs to the existing porch structure. A site observation of the existing conditions was conducted on 5/17/17. In addition to the deck, SSE was also informed by the tenant that the ramp on the side of the building also requires review and replacement according to the building official. Based on the site observations, SSE recommends replacing of the second floor deck floor framing, first floor support posts, first floor support framing, and deck foundations. The requirements for the ramp will require additional input. If the ramp is required to be handicap accessible, then the new ramp will need to be longer and include one or more landings. SSE recommends consulting with the building official and/or possibly an architect to determine requirements for this ramp. In addition to design and detailing, SSE will require inspection of the ongoing and completed structural work to ensure conformance with the design intent. A summary of the scope of work is provided following:

Scope of Work:

The proposed services are to include:

- Design and Detailing of Structural Elements such as:
  - 2<sup>nd</sup> Floor Deck Framing and Support Posts
  - 1<sup>st</sup> Floor Deck Framing
  - Deck Foundations
  - Ramp Structure
- Site Inspection of Ongoing & Completed Work

Proposed Fee, Terms and Conditions:

Services will be provided in accordance with the attached "General Terms and Conditions". When accepted, this proposal, together with the attached terms and conditions will constitute the agreement.

Souza Structural Engineering, LLC proposes to perform the services described herein on an hourly basis, plus direct expenses. The fee shall be as follows:

*Structural Analysis, Design, and Inspection Services:*         \$125.00/hr

*Below is an estimate of hours associated with this project. This estimate is provided as a benefit to you, but is NOT meant to be a guarantee of maximum project cost. The total sum of hours in this estimate will not be exceeded by more than 10% without notification to you, at which point a new agreement reflecting a revised hour estimate will be drawn up and agreed upon.*

*Design and Detailing:*

*Porches:*                                                                         15 hrs  
*Ramp:*                                                                                 11 hrs



*Site Inspections:*                                                                                                 4 hrs

\_\_\_\_\_

*Total:*                                                                                                 30 hrs

I appreciate the opportunity to provide structural engineering services. If you have any questions regarding this proposal, please do not hesitate to contact me.

Offered by:  
SOUZA STRUCTURAL ENGINEERING, LLC

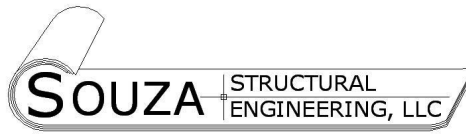


Benjamin J. Souza, PE  
Principal

Agreed to and Accepted by:

\_\_\_\_\_  
(Signature)                                                                         (Date)

\_\_\_\_\_  
(Printed Name/Title)



## **GENERAL TERMS & CONDITIONS**

Souza Structural Engineering, LLC (SE) shall perform the services outlined in this Agreement for the stated fee arrangement. This proposal is valid only if accepted within 30 days of the proposal date.

### **FEE**

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

### **BILLINGS/PAYMENTS**

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoices shall be considered past due if not paid within 30 days after the invoice date and the SE may, without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorneys' fees.

### **ACCESS TO SITE**

Unless otherwise stated, the SE will have access to the site for activities necessary for the performance of the services. The SE will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

### **HIDDEN CONDITIONS AND HAZARDOUS MATERIALS**

A structural condition is hidden if it is concealed by an existing finish or if it cannot be investigated by reasonable visual observation. If the SE has reason to believe that a structurally deficient condition may exist, the SE shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) the SE has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and the SE shall not be responsible for the existing condition nor any resulting damages to persons or property. SE shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

### **INDEMNIFICATIONS**

The SE shall indemnify and hold harmless the Client and its personnel against any and all claims, damages, losses and expenses to the extent they are caused by the negligent acts or omissions of the SE or its employees in the performance of its services under this agreement, subject to the Risk Allocation provisions. The Client shall indemnify and hold harmless the SE and all of its personnel from and against any and all claims, damages, losses and expenses arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the SE) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage or loss due to the presence of hazardous materials

### **RISK ALLOCATION**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the SE, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the SE'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(s) shall not exceed the total amount of the SE's fee, or other amount agreed upon. Such causes include, but are not limited to, the SE's negligence, errors, omissions, strict liability, breach of agreement or breach of warranty.

### **TERMINATION OF SERVICES**

This Agreement may be terminated upon 10 days written notice by either party should the other fail to perform their obligations hereunder. In the event of termination, the Client shall pay the SE for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

### **OWNERSHIP DOCUMENTS**

All documents produced by the SE under this Agreement shall remain the property of the SE and may not be used by the Client for any other endeavor without the written consent of the SE.

### **DISPUTE RESOLUTION**

Any claim or dispute the Client and the SE shall be submitted to mediation, subject to the parties agreeing to a mediator. This agreement shall be governed by the laws of the State of Connecticut.