



## Terms and Conditions of Service

### Scope of Work

McKinley Engineering and Consulting (MEC) provides services which are limited to providing professional advice, judgments and/or opinions for the exclusive use of our client. MEC makes no guarantees or warranties and assumes no obligations except those expressly stated herein.

***All client fees are discussed ahead of time with the client and any agreement that MEC and the client have will already include these fees. MEC will advise the client on any additional charges that may incur and retain authorization before performing any services that may increase fees originally agreed upon.***

MEC bills on a time and expense basis and professional services are provided per the following:

|                             |                 |
|-----------------------------|-----------------|
| Principle Engineer .....    | \$ 425 per hour |
| Secretary .....             | \$ 75 per hour  |
| Technical Assistant .....   | \$ 125 per hour |
| Investigative Rate .....    | \$ 300 per hour |
| Litigation Rate .....       | \$ 375 per hour |
| Monitoring Technician ..... | \$ 500 per day  |

## **MEC Schedule of Fees and Expenses**

### **Fees:**

- Flat fee for a site visit, for a single-family dwelling in Pinellas, Pasco, or Hillsborough Counties (single story, less than 3,000 square feet) **\$578 general inspection with verbal findings, inside and outside of property and \$655 for inspection including crawl space or in an attic. Fees may be higher, depending on circumstances and building situation. Multi-family dwellings will be priced depending on the type of project.**
- Flat fee for a site visit, for a single-family dwelling in Pinellas, Pasco, or Hillsborough Counties (building size of 3,000 feet or more; two stories or more) **\$655 general inspection with verbal findings, inside and outside of property and \$725 for inspection including crawl space or in an attic. Fees may be higher, depending on circumstances and building situation. Multi-family dwellings will be priced depending on the type of project.**
- Site visit with basic engineer letter with limited details and information, signed and sealed. Starting price: **\$1,650 and may be higher depending on the content of the letter.**

### **Expenses:**

- Hand Augers with a Static Cone Penetrometer value \$110 per auger to 10 feet
- Mileage will be charged at \$0.70 per mile
- Photographs will be charged at \$1.10 per picture
- Copies (Black and White) will be charged at \$0.28 a copy
- Copies (Color) will be charged at \$.64 a copy

## **Terms**

1. Our files and reports are the property of our Client. MEC will release information to others only upon the Client's specific instructions or a court order and will promptly notify the Client of any ordered production.
2. Estimates are provided for budgeting purposes only and are not a fixed price quotation.
3. MEC may withhold delivery of reports or data and may suspend additional work on cases with late or unpaid invoices. Also, assignments can be canceled with or without cause by either party. **Please see our cancellation and refund policy below.**
4. Client agrees that MEC personnel are not required to appear for depositions, trials, or hearings pertaining to an assignment unless all billings on a particular assignment have been paid.
5. Client agrees to compensate MEC for all time spent and expenses incurred in the event that we are required by judicial order to testify or to produce documents including time spent in preparing for such testimony and reasonable attorney's fees and expenses.
6. Client assumes full and complete responsibility for all uses of the work, report and recommendations developed under the assignment.
7. MEC will maintain our files for a period of two years from the original assignment date unless otherwise requested. The client agrees that MEC will not be held responsible for retention of file material or evidence after those periods.
8. Liability of MEC, or its employees for any conduct or services related to or arising under the agreement shall be limited to the total amount of payments made to MEC by client on the assignment, and such amount shall be the complete and exclusive remedy of Client. In no event shall MEC be liable for any other damages, including direct, indirect, incidental, special, consequential, loss of use, loss of profit, or loss of investment damages.
9. The Terms and Conditions shall form the entire agreement between the parties. The prevailing party in any legal action shall recover from the losing party his reasonable attorney fees and costs of suit incurred, in addition to any other relief granted. There shall be no third-party beneficiaries to this Agreement.
10. The Agreement shall be governed by the laws of the State of Florida.
11. The Client acknowledges and understands the potential risks with engineering and construction activities and agrees to allocate risk in proportion to MEC's fees for the project. The Client therefore agrees, to the extent authorized by law, to limit MEC's liability to the Client and to all contractors and subcontractors on the project, due to any claim of any nature whatsoever arising out of or relating to the performance of professional services

under this agreement, such that the total aggregate liability of MEC shall not exceed MEC's fee for labor on the project.

12. MEC is not responsible for discovering, identifying, removal and/or treatment (remediation) of any hazardous waste, known or unknown, at the site, nor for the consequences of any hazardous waste materials of any kind at the site, including, but not limited to asbestos and PCB's, as well as materials not yet known as hazardous.
13. The Client shall, unless otherwise provided for in this agreement, at no cost to MEC: (a) Furnish to MEC all reasonable survey and property description data requested by MEC for the Project; (b) Guarantee full and free access for MEC to enter upon all property for the performance of MEC's services; (c) Furnish to MEC all existing studies, reports and other available data and services of others pertinent to the Scope of Services, and obtain additional reports and data as required, and MEC shall be entitled to rely on such information and services in performance of services hereunder; and (d) Give prompt written notice to MEC whenever the Client observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect MEC's performance of services under this Agreement.
14. Hourly rates and reimbursable expenses are subject to periodic revision. In the event revisions are made during the lifetime of this Agreement, the increased or decreased hourly rates and Reimbursable Expenses will apply to all remaining compensation for services performed by MEC where such rates provide the basis for MEC's compensation.
15. Reimbursable expenses are in addition to MEC's compensation for services performed on an hourly basis and include expenditures made by MEC, its employees or its consultant(s) in the interest of the project.
16. This Agreement may be terminated by either party by seven days written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party. If this Agreement is terminated, MEC shall be paid for services performed to the termination notice date including Reimbursable Expenses due. **Deposits for work to be performed are non-refundable. Please see our cancellation and refund policy below.**
17. These terms and conditions, and the language in the agreement of which they are a part, represent the entire and integrated agreement between MEC and Client and supersede all prior negotiations, representations or agreements, either written or oral. The agreement may be amended only by a written instrument signed by both the Client and MEC.
18. Neither party shall hold the other responsible for damages caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
19. MEC is not responsible for design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences or

procedures required for the Contractor to perform his work. Omitted services include but are not limited to shoring, scaffolding, underpinning, temporary detainment of excavations, and any erection methods and temporary bracing.

20. MEC intends to render its services under this agreement in accordance with generally accepted professional practices for the intended use of the Project and makes no other representation or warranty, either expressed or implied.
21. Any estimate of construction costs prepared by MEC represents its judgment as a design professional and is supplied for the general guidance of the Client. Since MEC has no control over the cost of labor and materials, or over competitive bidding or market conditions, MEC does not guarantee the accuracy of such estimates as compared to Contractors bids or actual cost to the Client.
22. In an effort to resolve any conflicts that arise during the performance of services, the Client and MEC agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The Client and MEC further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, suppliers or fabricators so retained, thereby providing for mediation as the primary method of dispute resolution between parties to those agreements.

## **Payment**

- **By the Client making a payment on their invoice, the Client agrees to these terms and conditions** that have been attached to their invoice for review, and agrees that for projects or services over \$800, a 50% deposit will be required prior to work commencing. **This deposit is non-refundable.**
- MEC requires that all balances are to be paid within 15 days of completion of the project

## **Late Fee Statement**

McKinley Engineering requires that all balances are to be paid at the time of service. Any remaining balance that is agreed upon between the client and MEC is required to be paid within 15 days of completion of the project. **In regard to design plans, the balance is due to be paid**

**before MEC submits the final plans to the client.** Unless otherwise agreed upon, if any invoiced amount is not received by MEC, by the mentioned due date, then without limiting the company's rights, the following will be applicable:

- All overdue invoices will be charged at 1.5% of the outstanding balance per month.
- We may condition future contract services or suspend our services to you until such amount is paid in full. Design plans will not be furnished to the client without the balance being paid first.

### **Cancellation and Refund Policy**

At McKinley Engineering and Consulting, LLC (MEC), your satisfaction is our first priority. We stand behind the quality of our services and will make things right if you are not pleased with our work. We believe that we can work together with our clients to make every project a positive experience. In the event that you determine services are to be canceled due to personal circumstances or dissatisfaction with the handling of your project, the following policies will apply:

- **Cancellation Policy:** Please note that once you have booked an appointment with us it means that we have reserved time in our schedule exclusively for you. If you cancel your appointment less than 24 hours before it is scheduled to take place, you will be subject to a penalty of \$100.00.

To avoid a cancellation fee, please provide cancellation notice at least 24 hours prior to your appointment. You can cancel or reschedule an appointment by emailing us at [Jamie@McKinleyEng.com](mailto:Jamie@McKinleyEng.com), or by texting or calling our office at 727-674-8705.

- **Refund Policy:** We understand that unforeseen issues arise which may impact the scheduling and completion of your project. However, in cases where we have made a site visit, pulled a permit, or produced plans or blueprints before you notify us that our services are no longer required, we will be unable to issue a full refund.

In regard to projects that are billed at \$1,000 or more and a 50% deposit is required, that deposit is non-refundable. In the event that we are unable to reach a satisfactory agreement with you regarding your project and we have received full payment for services, we will agree to a refund of 50% of the total fees charged.

If you feel that you were inappropriately charged for a service or would like to speak to someone about a refund for a different reason, please email us at [Jamie@McKinleyEng.com](mailto:Jamie@McKinleyEng.com), or call 727-674-8705.

## **Publication Disclosure**

McKinley Engineering and Consulting, LLC (MEC) reserves the right to use any photographs/videos the company has taken at project sites where MEC has contracted to work. MEC may use photographs/videos in publications, websites, and other media material produced, as well as for educational or promotional purposes. You, the client, by accepting the MEC Terms and Conditions, grant permission for MEC to use the photographs/videos for these purposes, and also agree to release, defend, hold harmless and indemnify MEC from any and all claims involving the use of said photographs and/or videos. Client confidentiality will be maintained at all times.