



# EVER ENGINEERING

Advanced Engineering Services

## ENGINEERING FOUNDATION ORDER FORM

Client Name: \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Project Address: \_\_\_\_\_

Billing Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Legal Description: Lot \_\_\_\_\_ Block \_\_\_\_\_ NCB \_\_\_\_\_

Email: \_\_\_\_\_

Architectural Plan No.: \_\_\_\_\_ Gate Code: \_\_\_\_\_

Phone No.: \_\_\_\_\_

Subdivision: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

How is lot marked: \_\_\_\_\_

AutoCAD file contact: \_\_\_\_\_

Location of site: (Attach a copy of a map showing the site location)

Foundation Contractor: \_\_\_\_\_

**Services:** (Engineering Fee for each of the checked services will be invoiced separately. Mileage fee is \$0.50/mile round trip)

- Site Specific Geotechnical Sample (SSI) ..... \$285 plus mileage  
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.
- I already have a Site Specific Geotechnical Report. Please provide a copy of the report or GeoTech firm name and email: \_\_\_\_\_

### Foundation Design:

- Conventional Foundation Design with AutoCAD file ..... \$0.15/sq. ft. or \$275 min.  
Fee to design without AutoCAD file ..... \$150
- Pier-and-Beam Foundation Design ..... \$0.15/sq. ft. up to 1,800 sq. ft. then \$0.25/sq. ft. or \$425 min.
- Post-Tension Foundation Design (Engineer must review plans before acceptance) ..... \$0.20/sq. ft. or \$300 min.

### Pre-Pour Inspection Required with Foundation Design:

- Conventional Pre-Pour Inspection ..... \$0.06/sq. ft. plus mileage or \$175 min.
- Pier-and-Beam Pre-Pour Inspection ..... \$0.06/sq. ft. plus mileage or \$175 min.
- Post-Tension Pre-Pour Inspection (1 of 2) ..... \$0.08/sq. ft. plus mileage or \$175 min.
- Post-Tension Tensioning Inspection (2 of 2) ..... \$0.08/sq. ft. plus mileage or \$175 min.

### Other Services:

- Wind Bracing Design with AutoCAD file ..... \$0.15/sq. ft. or \$275 min.  
Fee to design without AutoCAD file ..... \$500
- Wind Bracing Design with Tall Wall ..... Additional \$100 each
- As-Built Floor Elevations Survey ..... \$250 plus mileage  
Fee to design without AutoCAD file ..... \$50
- Framing Design ..... \$0.20/sq. ft. or \$450 min.  
Fee to design without AutoCAD file ..... \$500
- Other: \_\_\_\_\_

### Architectural plans must include:

- Floor plans with all floor levels and type of fireplace, if any
- All four exterior elevation views showing exterior wall coverings (brick, stone, stucco, siding, etc.)
- All slab drop locations and size and depth of slab drop
- All applicable additional special construction notes
- Location and size of brick / stone lug

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

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

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

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

The Client hereby agrees that Ever Engineering, LLC formerly known as Advanced Engineering Services (henceforth referred to as “the Company”) shall perform the services outlined in the attached 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**.