



MEM Engineering Inc

3355 Lehigh Crescent, Mississauga Ph: 416-558-6755

ENGINEERING AGREEMENT BETWEEN CLIENT AND MEM ENGINEERING

dated as of the 27 day of April, 20 19.

by and between:

Muslim Society of Guelph.

hereinafter called the "Client"

and:

MEM Engineering Inc.

hereinafter called the "MEM".

AGREEMENT

The Client and Engineer agree as follows:

A-1 THE SERVICES

1.1 MEM will provide Services in connection with the following Project:

ARCHITECTURAL, PLUMBING, HVAC, STRUCTURAL, ELECTRICAL, GAS & FIRE SAFETY

(Short description)

Brief scope and location of the Project (the "Place of the Work") is as follows:

Building Permit- Rear Building addition & Prayer tower at 286 Water St, Guelph

(Address or location of the Place of the Work)

- 1.2 The Engineer will provide Services for the Project in accordance with A3 – SCOPE OF WORK.
- 1.3 Any change to the Services listed in A3 – ENGINEER'S SCOPE OF SERVICES will be made by written order signed by both parties identifying the change plus adjustments, if any, to the Engineer's Fees and Reimbursable Expenses and time for completion of the Services.



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A-2 AGREEMENT AND AMENDMENTS

- 2.1 This Engineering Agreement constitutes the entire agreement between the Client and the Engineer relating to the Project, and supersedes all prior agreements between them, whether written or oral, respecting the Services. No other terms, conditions or warranties, whether express or implied, form a part of this Engineering Agreement.
- 2.2 This Engineering Agreement may be amended only by a written document signed by both the Client and MEM.

A-3 SCOPE OF WORK

The following sections and documents form part of and are incorporated into the

3.1 Architectural

- 3.1.1 *Floor plans, elevations, sections, wall types, roof type and fire separations*
- 3.1.2 *Exit plans and Emergency equipment layout*
- 3.1.3 *Architectural drawings will be stamped by a Professional Architect*
- 3.1.4 *Approved site plan CAD files by client*

3.2 Structural

- 3.2.1 *Foundation, beam, column, slab and roof structural calculations/sizing*
- 3.2.2 *Shop drawings for steel reinforcements, prestressed concrete slab, elevator cab design, roof trusses, prayer tower dome or any other pre-fabricated member/equipment to be provided by contractor or manufacturer*
- 3.2.3 *Review and stamping of the shop drawings will be done by MEM Engineering*

3.3 HVAC

- 3.3.1 *HVAC heat gain/loss calculations, equipment layout, duct sizing and washroom exhaust fans*
- 3.3.2 *Forced air heating and cooling through roof top unit in the front with ducting*
- 3.3.3 *Gas line sizing and calculations*
- 3.3.4 *Equipment selection*
- 3.3.5 *Kitchen hood design, fire suppression system, MAU and exhaust fan for one kitchen*

3.4 Electrical

- 3.4.1 *Interior lighting, switches, receptacles, emergency lighting and location of electrical panel.*
- 3.4.2 *Power line diagram and fixture layout. Electrical ratings provided by manufacturer*



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3.5 **Plumbing**

- 3.5.1 *Interior plumbing fixtures, water tank design and hot/cold water pipe layout/sizing*
- 3.5.2 *Drainage pipe sizing/layout for all plumbing fixtures and floor cleanouts*
- 3.5.3 *Grease interceptor design, calculation, sizing and equipment selection*

3.6 **Fire Alarm/ Safety**

- 3.6.1 *Line diagram and related fixtures layout*
- 3.6.2 *Specifications to be provided by manufacturer if needed*

3.7 **Gas line**

- 3.7.1 *Size calculation and layout*

A-4 **FEES AND COST BREAKDOWN**

SERVICE	CHARGES
<i>Architectural</i>	<i>8000</i>
<i>Structural</i>	<i>12000</i>
<i>HVAC & Kitchen hood</i>	<i>4500</i>
<i>Electrical</i>	<i>3500</i>
<i>Plumbing</i>	<i>3000</i>
<i>Fire Alarm</i>	<i>1000</i>
<i>Gas line layout</i>	<i>1000</i>
<i>Total</i>	<i>33,000 + hst</i>

Number of site visits included are 5.

A-5 **PAYMENT TERMS**

- 5.1 The Client will pay to MEM the Fees and Reimbursable Expenses set out in this Engineering Agreement.
- 5.2 MEM will issue invoices for Fees and Reimbursable Expenses, together with applicable Value Added Taxes.
- 5.3 MEM's invoices are due when presented. Invoices unpaid by the Client 30 days after presentation will bear interest of 24% per annum calculated monthly.
- 5.4 25% will be due as deposit to start the work, 25% will be payable at the finalization of the architectural package, 30% will be paid at permit submission and remaining will be due at permit approval.



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A-6 TERMS AND CONDITIONS

- 6.1 Any item not mentioned in A3 is not MEM's responsibility. Client is responsible for bylaw variances related to the project.
- 6.2 Any additional studies or documentation requested by the city not included in this contract is not MEM's responsibility. It could be accommodated after both parties sign a contract change document.
- 6.3 MEM will:
- (a) not be responsible for the performance by the Contractor, subcontractors, suppliers or any other contractors of the Work or for the failure of any of them to carry out the Work in accordance with the Construction Contract;
 - (b) not be responsible for, nor control, direct or supervise, the construction methods, means, techniques, sequences or procedures of the Contractor, subcontractors, suppliers, or any other contractors;
 - (c) not be responsible for acts or omissions of the Consultant of the Client, or the Contractor, subcontractors, suppliers, or any other contractor;
 - (d) not be responsible for safety precautions and programs required in connection with the Work or for general site safety at the Place of the Work under applicable health and construction safety legislation at the Place of the Work;
 - (e) not be responsible for the advice of any independent expert engaged either by the Client or the Contractor, whether recommended by the Engineer; and
 - (f) not be responsible to make exhaustive or continuous on-site reviews.
 - (g) not accommodate any additional changes after layout finalization by the client. There will be additional charges if the drawings changes after layout finalization due to client.
- 6.4 When MEM does not provide the Construction administrative Services under this Engineering agreement but the client nevertheless requests the engineer to attend at the place of the Work for any reason, the Engineer will not incur any liability to the Client for having attended at the Place of the Work unless the Client makes a specific request to the Engineer in writing stating why the Client has requested the Engineer's attendance and the Engineer has agreed to attend for that sole purpose. In such event, the only responsibility of the Engineer will be to respond to the Client's specific request provided such request falls within the mandate and competence of the Engineer. Additional costs might be applicable if the site visit is not included under the initial scope.
- 6.5 MEM will interpret building codes and by-laws as they apply to the Project at the time of design to the best of the Engineer's ability. As the Work progresses, scope may change, building codes and by-laws may change or the interpretation by an authority having



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jurisdiction may differ from the interpretation of the Engineer. In this event, the Client will compensate the Engineer for any additional Services of the Engineer that are required in order to have the Work conform to such changes or interpretations.

- 6.6 MEM will be identified on Project signage and promotional material whenever other Project design professionals are mentioned. The Engineer may refer to the Project in the Engineer's promotional material.
- 6.7 The liability of each party with respect to a claim against each other is limited to direct damages only and neither party will have any liability whatsoever for consequential or indirect loss or damage (such as, but not limited to, claims for loss of profit, revenue, production, business, contracts or opportunity and increased cost of capital, financing or overhead) incurred by the other party.
- 6.8 In case of dispute, The parties will make reasonable efforts to resolve disputes arising under this *Engineering Agreement* by amicable negotiations. They agree to provide frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations, without prejudice to their rights and recourses. If a dispute has not been resolved by negotiations, either party may notify the other party that it wishes the dispute to be resolved by mediation. If the parties are unable to agree upon the choice of a mediator, either party may apply to a superior court in the jurisdiction where MEM is located.
- 6.9 If any provision of this *Engineering Agreement* is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision will be severed from this *Engineering Agreement* and the other provisions of this *Engineering Agreement* will remain in full force.



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Parties hereto have executed this *Engineering Agreement* as of the day and year first above written.

CLIENT

Muslim Society of Guelph
name of Client

[Signature]
signature

Building Services Mohammed Mubeen Butt.
name and title of person signing

[Signature]
signature

Sara Sayyed - Co-ordinator
name and title of person signing

MEM ENGINEERING INC.

Hasimdar Singh
name of Engineer

Hasimdar Singh
signature

name and title of person signing

signature

name and title of person signing