

## Estimates/Contracts/Letters of Confirmation

It is the surveyor's responsibility to explain the scope of work and the nature of fees for every project. Providing the client with this information in writing allows the client to confirm their understanding of the work that will be done, and to correct any misunderstandings before the project begins. By requiring the client to acknowledge the project terms in writing, both the client and the surveyor are committing to the project and terms.

A simple letter of confirmation provides the documentation needed for peace of mind for all parties. More complex survey projects may require a more in-depth contract - input from a lawyer may be advisable.

Every letter of confirmation should include these elements:

- The date
- The name and address of the company/individual(s) requiring the work
- The name and address of the company/individual(s) requesting the work (if different from above)
- The type of survey being requested
- The legal description of the property to be surveyed
- A list of the work to be done, including all deliverables
- Any required approvals
- Timelines for completion of the work
- Your fees, disbursements, taxes, and any additional costs not to be covered by you
- The terms of payment: retainer, balance due date, interest charges, document hold-back or work stoppages for non-payment, etc.
- Limitations to the project - weather and other potential delays, estimate expiry date, etc.
- Details for potential changes to scope of work after the project is approved
- Surveyor's signature
- Signature of individual(s) or person with authority to bind the company - to authorize the survey and terms of payment
- Signature of the registered owner of the property to authorize the survey (if different from above)

Do not be pressured into agreeing to timelines you can't meet, prices that are below a reasonable fee, or work you are not comfortable with. At no time should a surveyor agree to do work that could void their insurance coverage, that is beyond the surveyor's expertise, is illegal, or that contravenes the ACLS Code of Ethics.

## Warnings, Caveats, and Limitations

Although it is not possible to predict every potential problem or assumptions being made, it is important to try to anticipate them, and make your client aware of the limitations, to avoid surprises and possible liability.

Here are some examples of limitations that you may wish to include in your letter of confirmation. This list is not exhaustive - consider if your project has other potential pitfalls to warn your client of:

- No digital information will be made available without a signed Cad Disclaimer Form
- Estimate is based on snow free (or leaf free) conditions.
- Survey bars must not be tampered with between phases of the project
- Approvals from municipalities, purchasers, clients, other professionals, etc. may delay completion date. We cannot guarantee the timelines if there are delays due to others.
- Availability of Locate companies may delay completion date. All fees for underground locates are extra.
- This estimate is for field work only - no plan or sketch is included. A plan can be prepared for additional fees.
- This estimate expires on (insert date).
- The field work is not to be considered final until you have received written confirmation from the Land Surveyor.
- The buildings being constructed will not be tied in until the foundations have been back-filled.
- This estimate is based on Drawing No. X, Version X, by Company Y, attached to your email dated...
- For our mutual protection, the building will be laid out from the most up-to-date drawings provided by you, and must have your signature and date on every page.
- The project will be invoiced when the plan is completed, prior to depositing the plan.
- Interim invoices will be submitted monthly and are due within X days of the date of invoice.
- The surveyor reserves the right to stop all work and withhold any deliverables due to non-payment of fees, and will not be held responsible for any resulting delays due to non-payment of fees.
- Any changes or additions to the survey must be requested in writing and may be subject to additional fees. Please be advised that the field staff are not authorized to accept any change orders on behalf of (insert your company name here).
- No guarantee is made that a particular monument can be set at the exact corner of the lot or parcel.
- Please ensure that the scope of work as outlined above encompasses all the requirements of the municipality and other approval authorities for your project.

## Change Orders

Changes to the initial project requirements must be dealt with cautiously. Seemingly simple and easy changes can have unintended, expensive results if the changes are not carefully approved, checked, and documented.

The client must be made aware, before the project is started, that any changes or additions to the project must be received in writing, and are subject to additional fees.

Ensure that all staff, especially field staff, are regularly reminded that all changes or additions to the agreed-on scope of work must first be approved by the licensed surveyor. A “favour” to the client or on-site contractor helps no one if the result is a misplaced building, insurance claims, or unanticipated fees.

ENCON has prepared the following checklist for change orders:

- Construction contracts should contain provisions for preparing and executing documentation related to changes.
- Use standard change order forms.
- Use the same care in preparing change orders as was taken in preparing the original documents.
- If the time needed to respond to changes affects construction scheduling, inform the contractor and client immediately.
- Communicate all changes and the reasons for them to the contractor and affected sub consultants.
- Do not act on any change orders until the client approves them in writing.
- Document all telephone calls about changes.
- File correspondence so it remains accessible.

# Project Close Reports

At the conclusion of the project, the surveyor should provide a report to the client. A written report provides documentation that can be referred to in the future, should any questions or conflicts arise.

A final report need not be long or complicated, but it should include the following elements:

- A description of the work that was done - the scope of work in the initial letter of confirmation should be reiterated.
- If any of your work or deliverables relied on data from other sources, these sources should be noted (eg. all sewers shown on the plan are based on Municipality X's Drawing No. Y, dated...)
- A description of any work that could not be done, and why - this should be a reiteration of your written communication with the client at the time the issue was discovered (include the date(s) of your communication).
- A reminder of any responsibilities of the client (eg - use both benchmarks in case one gets disturbed, protect survey bars for Phase 2 work, etc.).
- A description of any work that resulted from requested changes - this should be a reiteration of your written communication with the client at the time this change was requested (include the date(s) of your communication).
- Any approvals that were received, for what, by whom, and when they were received.
- A description of your findings, including easements, encroachments, etc.
- Any recommendations you may have.
- A description of the status of the deliverables (ie what has been sent to whom, and in what format).
- A reference to your invoice, and the balance owing.
- Whom they may contact if they have any questions or concerns.

# Invoices

It is the surveyor's responsibility to ensure the client is aware of the nature of all fees charged. It is important to provide a written report to the client which provides documentation that can be referred to in the future, should any questions or conflicts arise.

Invoices need not be long or complicated, but should include the following elements:

- The date
- The name and address of the company/individual(s) who required the work
- The name and address of the company/individual(s) who requested the work (if different from above)
- The legal description of the property that was surveyed
- Surveyor's file number
- The type of survey that was done.
- A description of the work that was done, including all deliverables (should be a reiteration of the scope of work in the initial letter of confirmation) and fees for that work.
- A description of any work that resulted from requested changes (should be a reiteration of your written communication with the client at the time this change was requested (include the date(s) of your communication)) and fees for the additional work.
- A description of the disbursements and the amount owing for them.
- Taxes owing.
- Terms of payment (eg. Net 15 days) (should be a reiteration of the terms of payment in the initial letter of confirmation).

# Staff and Communication

## Texting

Texting and other forms of messaging have become a regular means of communication. Here are some things to consider when using this form of communication with staff and colleagues.

- Text messages may give the impression that what's being conveyed is not important. If you plan to make this a regular means of communicating, make sure all staff understand the significance of receiving work related texts.
- Make sure the information in the text is conveyed to everyone on the work team.
- Consider a follow-up email, possibly including the entire work team. This will ensure everyone has all the same information. It also leaves a digital paper trail for both sender and recipient that becomes part of the documentation for that project. In the event of a legal situation, you don't want the only record of instructions or results to be on a personal phone.

## Safety

All staff need to be regularly trained and updated on safety measures for their position and working conditions. Staff should be trained on your company's preferred format for recording daily safety measures, "close call" incidents and accident reports.

## Accepting Change Orders

Staff should be trained on your company's preferred format for recording instructions and communications with the client and other parties involved in the project (phone logs, job order sheets, change order forms, etc.)

All staff need to be regularly reminded that any instructions or changes from the client or others need to be clearly documented and brought to the attention of the licenced surveyor immediately.

## Dealing with the Public

All staff should be aware that they represent you and the company in all their dealings with the public. Their manner of speech should be professional, and client confidentiality must be preserved in all discussions with neighbours and other interested parties.

Field staff should identify themselves to the client, renters, and abutting owners/renters, both in person, and with the use of vehicle signage, and business cards of the supervising CLS. When discussing the reason for the survey with neighbours, field staff must be careful not to disclose any information that might be considered a breach of client confidentiality.

# Complaints and Complications

## Dealing with Complaints

If faced with an unhappy client or neighbour, care must be taken to respond patiently, politely, and professionally, regardless of the manner of the complainant or the apparent legitimacy of the complaint. Engage in active listening, maintain your composure, and make sure you understand the issues. If the discussion becomes heated, or if you need to consider the situation, you may choose to offer to look into the matter and get back to them in a day or two.

Do not ignore complaints. It is your professional responsibility to answer for your work. Although it is important not jeopardize your insurance coverage by admitting guilt, a response is required. A telephone call is often appreciated (as opposed to an email), and allows the complainant to be heard, and also ensures that the tone of your response is not misunderstood. A follow-up email should then be considered, to reiterate your understanding of the issues, and any conclusions that were reached.

Make notes for your file of any complaints or discussions, and retain all documentation. Good documentation will save time if the complaint escalates and involves the ACLS, your insurance company, or the courts.

## Insurance Issues

If you feel there may be the possibility of a claim to your insurance company, however remote, **contact them immediately**. Failing to notify your insurer may void your coverage. They will advise you on the best way to proceed.

Do not offer any monetary solutions or admit to being the source of a problem without consulting your insurer.

## Sharing Your Digital Data

A client will often require a digital version of your plan as part of the deliverables. It is understood that the purpose of the digital drawing is for the client to share with other professionals involved in their project. It is important that all users are aware of the limitations of the digital drawing, and also that no one relies on an out-dated drawing, years from now, once the current project has been completed.

Care should also be taken to limit or identify information that might be added to your digital data by others that could be misconstrued as having been certified by you.

It is recommended that you have the client and other professionals involved in their project sign a Digital Disclaimer Form before you release the digital plan to them. The Disclaimer Form serves two purposes:

1. To put everyone who uses the digital drawing on notice that once other people have accessed the drawing, they are able to make changes that the surveyor has no knowledge of, or control over. Also, the nature of the drafting means that some of the lines depicted may not show the correct dimensions if clicked on by a mouse. For example, to show survey bars as hollow, some of the linework may have been cut. The Disclaimer Form alerts users to these possibilities, for their own protection, as well as the surveyors'.
2. To restrict the use of the plan by parties *unrelated to the current transaction*, at some time in the unknown future. All parties related to this project who will be using this digital drawing, such as the architect, should be signing the Disclaimer Form.