

AGREEMENT FOR ENGINEERING SERVICES

Term Contract

This Agreement made this _____ day of _____, _____ by and **Organization** hereafter known as the OWNER and _____ hereinafter referred to as the ENGINEER:

Scope of Services

The OWNER will require various engineering services to assist in any phase of particular projects associated with _____. The ENGINEER shall furnish services as requested by the OWNER.

Term Contract

This Agreement shall be in effect for one year from the date of Agreement noted herein. The Agreement may be renewed for an additional period of service, at the discretion of the OWNER, for up to two additional years.

Compensation

Compensation for each project assigned to the ENGINEER shall be negotiated individually on a lump sum, not to exceed basis, as determined by the defined scope of work and projected manhours required for each project. Current monthly labor rates shall be those in effect at the time of the specific project proposal.

Depending on funding sources, a separate engineering contract, subject to the rules and regulations of the funding agency, may need to be negotiated for a specific project.

When requested by the OWNER, the ENGINEER shall provide appropriate services for projects requiring open-ended assignment (such as operational "troubleshooting") or in emergency situations. The ENGINEER shall charge for the time required on an hourly charge basis according to the current monthly labor rate schedule in effect. The _____, schedule is shown as Attachment A as an example.

Additional reimbursable expenses shall include the following:

- a. Overnight lodging and meal expenses if required for trips out-of-town.
- b. Special reproduction requirements other than for normal plans, specifications, and reports.
- c. Specialized consultants such as for subsurface investigations, laboratory testing and geological studies. Such consultants shall be charged at cost plus 10% to cover administrative costs and taxes.

- d. Mileage charges for inspectors at \$0.26 per mile.

Invoices and Payments

Each project will be assigned a separate job number. Itemized invoices will be issued monthly with payment due within 30 days of invoice. If OWNER fails to make payment due ENGINEER within 30 days of invoicing, then ENGINEER shall be entitled to interest in accordance with state law.

Ownership of Materials

Original documents, survey notes, digital files, tracings, and the like, except those furnished to the ENGINEER by the OWNER, are and shall remain the property of the ENGINEER as instruments of service. The OWNER shall be furnished reproducible copies of all plans prepared under this agreement. The OWNER shall be furnished duplicate copies of other materials upon request.

Termination

The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, through no fault of the terminating party.

WITNESSTH

That for, and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed:

(SEAL)

ATTEST _____
Type Name _____
Title _____

Organization _____
Signature _____
Type-Name _____
Title _____
Date _____

(SEAL)

ATTEST _____
Type Name _____
Title _____

ENGINEER:
Signature _____
Type Name _____
Title _____
Date _____