

**Letter of Agreement between
Your name here (Client) and
Structural Engineering (Consultant)
for Professional Engineering Services on
Your project name and location here (Project)**

1. Scope of Work

The Consultant agrees to furnish the Client with professional engineering services on the above referenced Project as described below:

This section will contain a detailed description of the scope of work/services agreed to for the subject project.

The requisite Fee for providing the professional engineering services outlined above is **\$Amount**.

This Fee is based upon the assumption of the reasonable and customary processes attendant to a project of this type. Any changes made by the Client in the Scope of Work or the design concept of the Project once work has commenced will require the assessment of additional engineering fees. Those fees would be billed according to the Consultant's standard hourly rates.

The Client shall be responsible for all costs associated with submission of documents for review and approval by the appropriate State and local agencies and for the connections of all utilities.

If subconsultants are to be used by the Consultant on the project, they will be shown in this section, along with a summary of their scope of work, their fees, and a copy of their standard agreement as an addendum to this one, as required.

Proposed Fee Payment Schedule

30% at notice to proceed; (\$Amount)

60% at delivery of construction documents/completion of engineering design; (\$Amount)

10% after shop drawing review, troubleshooting, substantial completion of construction, etc.; (\$Amount)

It is estimated that the total time to complete all work required to deliver construction documents is *(agreed upon timetable) after receiving notice to proceed*. The Client agrees to allow for reasonable extensions of this timetable, upon notification by the Consultant, due to the occurrence of unforeseen circumstances beyond the Consultant's or Client's control.

Exclusions

Geotechnical engineering and quality control testing services are not included in this Agreement, but they are an important part of the Project. The Client shall obtain the services of a geotechnical engineer and testing lab for these vital Project services. The Consultant will give the Client referrals if necessary.

2. **Standard of Care**

The only warranty or guarantee made by the Consultant in connection with the services performed hereunder, is that he will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of his profession practicing in the same or similar locality. No other warranty, expressed or implied, is made or intended by his proposal for consulting services or by his furnishing oral or written reports, calculations, or drawings.

3. **Limitation of Liability**

The Client agrees that the Consultant's liability for any damage on account of any error, omission, or other professional negligence will be limited to an amount no greater than the Consultant's Fee earned under this Agreement.

4. **Right of Entry**

Unless otherwise agreed, the Client will furnish the Consultant with right of entry to the Project for purposes of performing those tasks outlined in the Scope of Work above. The Consultant will take reasonable precautions to minimise damage to the property caused by his operations, but he has not included in his Fee the cost of restoration of damage that may result. If the Client desires us to restore the property to its former condition, we will accomplish this and add the cost to our Fee.

5. **Indemnification**

The Client shall indemnify and hold harmless the Consultant and any of his personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorneys fees) arising out of, or resulting from, the performance of services, provided that any such claims, damage, loss, or expense is caused in whole or in part by the negligent act or omission and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the Consultant) or anyone for whose acts any of them may be liable. This indemnification shall include any claim, damage, or losses due to the presence of hazardous materials and for any discrepancies between the construction documents for, and the actual conditions of, the Project.

6. **Ownership of Documents**

All computer files and documents, including, but not limited to, drawings, specifications, reports, logs, field notes, test data, calculations, and estimates prepared by the Consultant as instruments of service pursuant to this Agreement, are and shall remain the sole property of the Consultant. The Client agrees that all documents of any nature furnished to the Client or his agents or designees, if not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. The Client further agrees that under no circumstances shall any of the documents produced by the Consultant pursuant to this Agreement, be used at any location or for any project not expressly provided for in this Contract without the express written permission of the Consultant. At the request and expense of the Client, the Consultant will provide the Client with copies of documents created in the performance of the work for a period not exceeding five years following the original submission of those documents contemplated by this Agreement.

7. **Insurance**

The Consultant maintains the following insurance coverage:

Professional Liability (E&O) Insurance \$1,000,000.00 annual aggregate limit

Cost of the above coverage is included in the Consultant's Fee. If additional or different kinds of coverage, or increase limits of liability, are required by the Client, the Consultant will endeavour to obtain the requested insurance, and the Client agrees to incur, as an addition to the Consultant's Fee, all costs associated with additional or different kinds of coverage or increased limits, to include professional errors and omissions insurance.

8. **Termination**

Either the Client or the Consultant may terminate this Contract by giving seven (7) days written notice to the other party. In such event, Client shall forthwith pay the Consultant in full for all work previously authorised and performed prior to the effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Agreement.

9. **Mediation**

In an effort to resolve any conflicts that arise during the course of completing the project that is the subject of this Contract, or following completion of the project, the Client and the Consultant agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and the Consultant agree to include a similar mediation provision in all Agreements with independent Consultants and subconsultants retained for the project and to require all independent Consultants and subconsultants also to include a similar mediation provision in all Agreements with their sub-consultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those Agreements.

10. **Legal Expenses**

In the event legal action is brought by the Client or the Consultant against the other party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for Fees, costs, and expenses as may be set by the court, or on appeal, to include where appropriate, the time and effort expended by the Client or the Consultant according to their current billing schedules.

Agreed to by the undersigned parties:

Your signature here, Client

Date

Mark A. Thomey, P.E., Consultant

Date