



Professional Engineers
Ontario

GUIDELINE

Use of Agreements Between Clients and Engineers for Professional Engineering Services

(including a sample agreement)

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INTRODUCTION

The numbering system used for sections in this guideline is common with that of the sample *Agreement for Professional Engineering Services Between Client and Engineer*, which is included as an Appendix.

Purpose

This guideline is intended to help both clients and engineers complete the PEO client-engineer agreement and to explain some of the more important provisions of that document.

Relationship Between Clients and Engineers

Engineering agreements formalize the relationship between clients and engineers. Such a relationship should be built, to a large extent, on mutual confidence and trust. Whatever the contents of their specific business and engineering agreements with clients, professional engineers are already bound in duty to the public, to other engineers and to clients, under the provisions of the Professional Engineers Act and Regulation, the Code of Ethics, and bylaws in force when the services are performed. Professional engineers should be further guided, in most instances, by provisions of the association's guidelines and performance standards, which are available to all members and the public.

Agreements should set out what each party expects of the other. Although this seems simple, practice has shown that failing to use engineering agreements, or using agreements inappropriately, can result in poor relationships and disputes between engineers and clients. It is expected that both parties will ensure that the client-engineer agreements into which they enter are fair and just.

Why Are Agreements Needed?

Engineering agreements are vital in establishing and retaining effective working relationships between clients and engineers. An agreement defines and sets limits for the scope of services to be provided by the engineer, the compensation to which the engineer will be entitled, and the client's responsibilities.

However, this explanation simplifies the scope and potential impact of a well-structured engineering agreement. A good engineering agreement can optimize the relationship between clients and engineers by minimizing such common causes for misunderstanding as:

- ◆ services expected of the engineer;
- ◆ the client's responsibility;
- ◆ fees, disbursements and payments;
- ◆ matters relating to confidential data and disclosure;
- ◆ schedule and budget; and
- ◆ ownership of documents.

Types of Agreements

Agreements may be in many forms, ranging from verbal instructions to complex agreements drawn specifically for particular projects. The necessary complexity and length of any agreement will depend upon the nature of the work and services the engineer is to undertake.

Apart from PEO's engineering agreement, certain users of engineering services, government agencies and professional associations have developed standard forms of agreement to meet their particular needs. Sources of such documents include:

- ◆ Association of Consulting Engineers of Canada (ACEC);
- ◆ Municipal Engineers Association (MEA);
- ◆ Ministry of Natural Resources (MNR);
- ◆ Ministry of the Environment (MOE); and
- ◆ Ministry of Transportation.

However, because each engineering project is unique, the agreement for engineering services to complete the project should not be completely standardized. Those items that can and should be treated in a uniform and consistent manner are included in the sample *Agreement for Professional Engineering Services between Client and Engineer*, which is included as an Appendix.

PEO CLIENT-ENGINEER AGREEMENT

Contents

The following are the major articles in this agreement:

- ◆ Cover page;
- ◆ Article 1 – General Conditions;
- ◆ Article 2 – Responsibilities of the Client;
- ◆ Article 3 – Engineering Services;
- ◆ Article 4 – Fees and Disbursements;
- ◆ Appendices.

Preparing the Agreement

Cover Page

The date of the agreement should be entered, along with the full and legal names of the client and the engineer.

A concise description of the project should be written in the space provided. If the project has special characteristics, they should be included in the description.

1.1 Ownership of Documents

Ownership of documents is sometimes misunderstood. Under copyright law, the engineer retains the copyright of these documents, even though the client has paid the engineer to develop the design, drawings and specifications.

1.3 Confidential Data

Some projects involve confidential information. This section of the agreement deals with these situations, and the potential conflict of interest that could occur between an engineer's contractual obligation to a client and an engineer's paramount duty, by law, to the public.

Parties to an agreement should refer to PEO's "Guideline on Conflicts of Interest", published as part of the *Guideline to Professional Practice*, for further guidance.

1.4 (b) Professional Liability Insurance

The Professional Engineers Act and Regulation require that Certificate of Authorization holders (engineers providing services to the public) carry minimum insurance coverage of \$250,000 for professional liability, unless the engineer discloses to the client that the engineer is uninsured and the client acknowledges the disclosure in writing.

However, PEO recommends that some insurance be in place for every project. The appropriate amount of such insurance will depend upon several factors, such as the project's complexity and risk potential.

If a client considers the insurance coverage normally carried by an engineer to be insufficient for a particular project, the client may request additional coverage from the engineer. Engineers should take into account these additional insurance premiums when calculating fee schedules for such projects. The agreement for such projects should deal clearly with the requirement for additional insurance.

1.5 Fee Mediation

This provision is limited to the engineer's fees.

An arbitration decision by the Fees Mediation Committee and certified by the PEO Registrar may be filed with the Ontario Court (General Division). When so filed, the decision may be enforced in the same manner as a judgment of the Court.

1.9 Termination and Suspension

This provision deals with termination of agreements as a result of default. It also enables the engineer to terminate the agreement if the client significantly changes the scope of the engineering services. Such termination is normally the result of:

- ◆ an inability to negotiate an equitable compensation for the revised engineering services; or
- ◆ a client's requirement for additional services beyond the engineer's capability.

1.12 Disclosure

Joint ventures between engineers and contractors are becoming more common in today's design/build contracts. Thus, contractors bidding on projects may have been involved in prior joint ventures with the engineer who has designed the project.

Under the Professional Engineers Act and Regulation, engineers are bound in duty to the public and to clients. Prior business arrangements with contractors should not influence an engineer's ability to discharge duties to a client in a professional and ethical manner. There is a provision in the agreement that requires engineers to disclose to clients all affiliations with firms or individuals who might participate in the project.

1.15 Additional Conditions

Specific requirements agreed to jointly by clients and engineers should be detailed in the space provided.

Article 2. Responsibilities of the Client

The intent of this provision is to clarify these responsibilities. It may be necessary to amend clauses a) to i) to suit the project.

Article 3. Engineering Services Provided Under This Agreement

To ensure clarity, it is necessary to detail the scope of work and any limitations or exclusions. It is recommended that the engineer's proposal be appended to the agreement to form part of the agreement.

It is important to list all categories of work the engineer is likely to be called upon to perform, and also those items that are outside the scope. Parties to the agreement should refer to PEO's *Guideline for the Selection of an Engineer* and other specific guidelines published by PEO.

4.1.1 Hourly Billing Rate

The hourly billing rate is recommended, because it simplifies the calculations in the billing. Unless otherwise noted in the agreement, clerical and accounting staff time should be deemed to be part of the overhead. The hourly billing rate may be calculated by multiplying the employee's hourly salary rate by a factor for benefits, overhead and profits. A particular employee's multiplication factor may change, depending upon the nature, scope and location of services to be provided. It is not necessary for engineers to submit this calculation to clients.

4.1.2 Construction Budget

Neither engineers nor clients have control over the cost of labour, materials, equipment, the contractor's methods of determining building prices, competitive bidding, the market, or negotiating conditions.

4.3.5 The Engineer's Right to Stop Rendering Services

Under section 1.8 of the agreement, clients may at any time extend, increase, vary, delete, or otherwise alter the services to be provided by engineers. This section is a companion provision to permit engineers to stop rendering services if clients are delinquent in paying engineers' invoices.

APPENDIX. SAMPLE AGREEMENT BETWEEN CLIENT AND ENGINEER FOR PROFESSIONAL ENGINEERING SERVICES

This agreement dated the ____ day of _____ in the year _____

BETWEEN

Hereinafter called the client
THE PARTY OF THE FIRST PART

AND

Hereinafter called the engineer
THE PARTY OF THE SECOND PART

WHEREAS _____

the client, intends to (description of project)

hereinafter called the project, and has requested the engineer to furnish professional engineering services in connection therewith;

NOW THEREFORE WITNESSETH that in consideration of the covenants contained herein, the client and the engineer mutually agree as follows:

Article 1. General Conditions

1.1 Ownership of Documents

The copyright in all drawings, reports, specifications, bills of quantities, calculations and other documents (the “documents”) prepared or provided by the engineer in connection with the project belong to the engineer. But the client shall have a non-exclusive, royalty-free licence to use the documents for the purpose of constructing the project. The client shall not use the documents other than for the purpose of constructing the project without the engineer’s prior written approval and upon such terms as may be agreed between the client and the engineer.

With the consent of the client, the engineer may publish alone, or in conjunction with any other person, any articles, photographs, or other illustrations relating to the project. The client’s consent for the publication of such materials shall not be unreasonably withheld.

Note: The specific contractual arrangement may vary depending on the agreement reached. For example, some clients, such as the Ministry of Transportation of Ontario or the Toronto Transit Commission, may insist on owning documents.

1.2 Patents

All concepts, products, or processes which are:

- ◆ produced by, or resulting from, the services rendered by the engineer in connection with the project;
- ◆ otherwise developed, or first reduced to practice, by the engineer in the performance of the services; or
- ◆ patentable, capable of trademark, or otherwise,

shall be and remain the property of the engineer.

The client shall have a non-exclusive, royalty-free licence to use all concepts, products, or processes, which are:

- ◆ patentable, capable of trademark, or otherwise; or
- ◆ produced by, or resulting from, the services rendered by the engineer in connection with the project, for the life of the project, and for no other purpose or project.

All costs incurred to obtain patents or trademarks shall be reimbursed by the client.

1.3 Confidential Information

It is the responsibility of each party to identify to the other party all confidential information connected with this project.

Confidential information acquired in the course of this project shall not be used or divulged by either party, or their employees, consultants, subconsultants or agents, without the prior written approval of the other party, or as may be required by regulatory authorities having jurisdiction.

This requirement shall not prohibit the engineer from acting to correct or report a situation that the engineer may reasonably believe to endanger the safety or welfare of the public, provided the engineer notifies the client that the engineer intends to provide such notice as soon as reasonably possible.

In the event that the engineer becomes legally compelled to disclose confidential information, the engineer shall forthwith notify the client of this requirement. Such disclosure shall not result in any liability hereunder.

1.4 Insurance and Liability

The client agrees that any and all claims that the client has or hereafter may have against the engineer in any way arising out of or related to the engineer’s duties and responsibilities pursuant to this agreement shall be limited to the amount \$ _____ [insert amount of insurance coverage]. For the purposes of this provision, “claim” or “claims” means a claim or claims in contract or tort and the “engineer” includes the engineer’s officers, directors, employees, representatives and consultants.

(a) Comprehensive General Liability and Automobile Insurance

The insurance coverage shall be \$ _____ for liability and \$ _____ for automobile insurance. When requested, the engineer shall provide the client with proof of comprehensive General Liability and Automobile Insurance (inclusive limits) for both owned and non-owned vehicles.

(b) Professional Liability Insurance (Errors and Omissions)

The insurance coverage shall be in the amount of \$ _____. When requested, the engineer shall provide to the client proof of Professional Liability Insurance carried by the engineer.

(c) Change in Insurance Coverage

It is understood and agreed that the engineer shall not change or cancel the insurance coverage provided for this project until 60 days after written notice of such change or cancellation has been personally delivered to the client.

1.5 Fee Mediation

The Association of Professional Engineers of Ontario has established a Fees Mediation Committee (FMC) in compliance with the *Professional Engineers Act, R.S.O. 1990, Chapter P.28*. Unless the FMC considers it inappropriate to do so, the FMC shall mediate any written complaint the client makes to the Association of Professional Engineers of Ontario respecting the fee charged by the engineer for professional engineering services provided to the client under this agreement.

With the written consent of both parties, the FMC may arbitrate a dispute between the client and the engineer respecting a fee. In that case, the decision of the FMC is final and binding on all parties to the dispute. Where the FMC acts as an arbitrator, the *Ontario Arbitration Act* does not apply.

1.6 Arbitration

With the consent of both parties, all matters in dispute under this agreement may be referred to arbitration.

No person shall be appointed to act as an arbitrator who has an interest, financial or otherwise, in the conduct of the work on the project, or the business or other affairs of either the client or the engineer.

The arbitrator's award shall be final and binding upon the parties. The provisions of the *Ontario Arbitration Act* shall apply.

1.7 Successors and Assigns

This agreement shall inure to the benefit of, and be binding upon, the parties hereto and their executors, administrators, successors and assigns, except as otherwise provided herein. Neither party may assign this agreement without the prior written consent of the other.

1.8 Changes, Alterations and Additional Services

After giving notice to the engineer, the client may, in writing, at any time after the execution of the agreement or the commencement of the services, extend, increase, vary, delete or otherwise alter the services or the insurance requirements forming the subject of this agreement. If such action by the client necessitates additional staff, services, or costs, the engineer shall be paid in accordance with Article 4 for such additional staff employed directly therein, together with such expenses and disbursements as allowed under Article 4. Any reduction in the requirement for services shall be the subject of negotiation. No such change shall require the execution of a formal amendment to this agreement.

1.9 Termination and Suspension

By notice in writing to the engineer, the client may at any time suspend or terminate the services or any portion thereof at any stage of the undertaking. Upon receipt of such written notice, the engineer shall perform no further services other than those reasonably necessary to close out the engineer's services.

If either party to this agreement is in default in the performance of any of the party's obligations set forth in this agreement, the other party may require that such default be corrected by written notice. If within 30 days of receipt of such notice such default is not corrected, the other party may immediately terminate this agreement, without limiting any other right or remedy he or she may have.

If the client changes significantly the requirement for the engineer's services, and subsequent negotiations fail to resolve the matter, the engineer may terminate this agreement by notice in writing to the client.

If the engineer is practising as an individual, the engineer shall make provision that the latest set of documents shall be provided in the event that the engineer dies before services are completed. In that event, this agreement shall terminate as of the date of death.

In the event of suspension or termination of the project resulting from the aforementioned circumstances, the client shall pay the engineer for all services performed. Payment shall be calculated in accordance with Section 4.2.1 for any of the engineer's staff employed directly thereon, together with such expenses and disbursements as are allowed under Sections 4.2.4.

1.10 Records

To provide data for the calculation of fees on a time basis, the engineer, the engineer's employees, consultants and subconsultants shall keep a detailed record of the hours worked by their staff employed on the project.

The client may inspect these records during regular office hours, on receipt of reasonable notice respecting any item that the client is required to pay on a time basis as a result of this agreement.

When requested by the client, the engineer shall provide copies of receipts for any disbursements for which the engineer claims payment under this agreement.

1.11 Indemnification

Each party to this agreement shall indemnify and save harmless the other party from and against all claims, actions, losses, expenses, costs, or damages that the other party may suffer, sustain, or incur arising from the other party's negligent acts or the negligence of the other party's employees, directors, officers, consultants, subconsultants or agents in the performance of this agreement.

The client further agrees to hold harmless, indemnify, and defend the engineer and the engineer's subconsultants from and against any and all claims, losses, damages, liability, and costs of defence arising out of, or in any way connected with, the presence, discharge, release, or escape of contaminants of any kind.

1.12 Disclosure

Before commencing engineering services, the engineer, on the engineer's behalf and on behalf of the engineer's consultants and subconsultants, shall disclose to the client all existing affiliations with firms or individuals who may participate in the execution of the project. During the term of this agreement, the engineer and the engineer's subconsultants shall also disclose to the client any new affiliations. Upon receipt of this disclosure, the client shall accept or reject the affiliated firms or individuals, or shall terminate this agreement.

1.13 Approval by Other Authorities

Unless otherwise provided in this agreement, or explicitly required by legislation, where the work of the engineer is subject to the approval or review of an authority, government department, or agency other than the client, preparation of applications for approval or review shall be the engineer's responsibility, but shall be submitted through the client's offices. Unless authorized by the client in writing, such applications for approval or review shall not be obtained by the engineer's direct contact with such other authority, government department, or agency.

1.14 Consultants/Subconsultants

The consultants and subconsultants forming part of the engineer's team are listed in Appendix C. These consultants and subconsultants shall not be changed by the engineer without the client's prior approval.

1.15 Additional Conditions

The following are sample conditions that may or may not apply:

1. Law Governing the Agreement

This agreement shall be governed by the law of the principal place of business of the engineer (or the Province of Ontario).

2. Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this agreement.

Article 2. Responsibilities of the Client

2.1 General Responsibilities

The client shall:

- a) instruct the engineer fully as to the client's requirements and make available to the engineer all relevant information the engineer requires, including design objectives, constraints and criteria, special equipment and systems, site requirements, and project budget. The engineer shall be entitled to rely upon the accuracy and completeness of all such information and data furnished through the client, or the client's consultants, whether such consultants are engaged at the engineer's request or not;
- b) engage others directly, where required by the engineer, to perform the specialized services (e.g. a legal survey of the project site, a geotechnical report, testing, etc.) necessary to enable the engineer to carry out fully the engineer's duties. The retention of such specialized services by the client shall be subject to the joint approval of the client and the engineer;
- c) give the engineer the authority to act as the client's agent in all matters falling within the scope of the engineer's services;
- d) review promptly all documentation submitted by the engineer, and inform the engineer of decisions in time for the orderly progress of the engineer's services and of the project;
- e) obtain and pay for all required consents, approvals, licences, and permits from authorities having jurisdiction;
- f) arrange and make provision for the engineer's entry and access to public and private property and the project site in the performance of the duties;
- g) arrange and pay for tender advertising, and any legal, financial or insurance advice required for the project;
- h) designate in writing a representative to have authority to transmit instructions to, and receive information from, the engineer, and advise the engineer in advance if this representative is to be changed;
- i) notify the engineer immediately, whenever the client, or the client's representative, becomes aware of a defect or deficiency in the work, or the contract documents.

2.2 Optional Clause

The client shall not retain, as an employee or consultant, any engineer or specialist employee who is currently employed on retainer by the engineer.

Article 3. Engineering Services Provided under this Agreement

3.1 General

Under this agreement, the engineer shall render services to the client "in a timely manner", and with the degree of care, skill and diligence normally provided in the performance of services for similar projects to that contemplated by this agreement, at the time and place that such services are rendered.

3.2 Specific Services Provided Under this Agreement

In connection with the project, the engineer shall perform the services as included in Appendix A, which forms part of this agreement.

Article 4. Fees and Disbursements

4.1 Definitions

For the purpose of this agreement, the following definitions shall apply:

4.1.1 Hourly Billing Rate

The hourly billing rate is defined as the hourly rate for billing purposes for each of the engineer's employees working on the various phases of the project. It shall include charges for computers and

equipment used by the engineer for the project. This rate is subject to cost of living and merit adjustments on 12-month intervals from the date of this agreement.

4.1.2 Construction Budget

The construction budget is the final estimate of the construction cost, based on the engineer's drawings. Both the client and the engineer shall agree to the construction budget before tendering.

4.1.3 Construction Cost of the Project

- a) The "construction cost of the project" shall mean the total cost of constructing the project, including all materials, equipment, sales taxes, labour, and contractor's overhead and profit necessary to complete the project, for which the engineer prepares designs, drawings and specifications. In cases where sales taxes are not included in the construction cost of the project, the engineer's fee shall be adjusted upwards accordingly.
- b) Wherever the client furnishes labour, or any other services that are incorporated in the project, the price of such labour or other services when the work was executed shall be used to calculate the construction cost of the project.
- c) Whenever used material or equipment is furnished by, or on behalf of, the client, the fair market value if purchased new of such material or equipment shall be used to calculate the construction cost of the project.
- d) In calculating the construction cost of the project, no deductions shall be made on account of any penalties or damages claimed by the client from any contractor or supplier, or on account of any other sum withheld from any contractor or supplier.
- e) The construction cost of the project shall not include any fees and disbursements due to the engineer, the client's engineering and office expenses, and the land acquisition costs.

4.1.4 Site

Site includes the actual project site and other locations where the checking of materials, equipment and quality of work is carried out.

4.2 Basis of Payment

4.2.1 Fees Calculated on a Time Basis

The client shall pay the engineer a fee, calculated on a time basis, for that part of the services described as such in Section 3.2. Fees shall be computed on the basis of hourly billing rates as included in Appendix B, which forms part of this agreement.

All time expended on the assignment shall be chargeable, whether it is expended in the engineer's office, at the client's premises, or elsewhere. Chargeable time also includes, but is not limited to, time expended by stenographic and clerical staff to prepare such documents as reports and specifications.

Reimbursable expenses, specialized computer services and equipment, and applicable sales taxes are additional to the fees calculated on a time basis.

4.2.2 Fees Calculated on a Percentage-of-Construction-Cost Basis

The client shall pay the engineer a fee for that part of the services described as such in Section 3.2, to be calculated as _____ % of the "construction cost of the project."

Reimbursable expenses, specialized computer services and equipment, and applicable sales taxes are additional to the fees calculated on a percentage-of-cost basis.

4.2.3 Fees on a Lump-Sum Basis

The client shall pay the engineer a lump-sum fee (fixed fee) of \$ _____ for that part of the services described as such in Section 3.2. Reimbursable expenses, specialized computer services and equipment, and applicable sales taxes are additional to the lump-sum fee.

4.2.4 Reimbursable Expenses

The engineer shall be reimbursed at cost, plus an administrative charge of _____ %, for all reasonable expenses the engineer incurs properly in connection with the project, including applicable sales taxes. Reimbursable expenses include, but are not limited to:

- ◆ vehicle use charges;
- ◆ travelling and living expenses;
- ◆ long-distance telephone and telecommunication charges;
- ◆ printing and reproductions;
- ◆ progress photographs;
- ◆ special or express delivery charges;
- ◆ overtime premiums;
- ◆ the cost of providing and maintaining a site office;
- ◆ supplies and equipment;
- ◆ chemical and physical tests;
- ◆ others.

4.2.5 Applicable Sales Taxes

Applicable sales taxes comprise federal and provincial sales taxes, and value-added taxes applicable to the engineer's fees or any other payments hereunder, such as the Goods and Services Tax.

4.2.6 Retainer

A retainer may become necessary for extraordinary expenses incurred at the beginning of the project for such items as prototypes and heavy equipment.

4.3 Payment

4.3.1 When Fees are Calculated on a Time Basis

Unless the client has consented to the contrary, the engineer shall submit monthly to the client an invoice identifying the:

- ◆ engineer's consultants' and subconsultants' employees;
- ◆ time spent by these employees on the project; and
- ◆ hourly billing rates, reimbursable expenses, specialized computer services and equipment, and applicable sales taxes for all services completed in the immediately preceding month.

4.3.2 When Fees are Calculated on a Percentage-of-Construction-Cost Basis

a) *Monthly Payment*

The engineer shall submit an invoice to the client for that part of the project design completed in the immediately preceding month, calculated on the basis of the engineer's estimate of the cost of that part of the project, including reimbursable expenses, specialized computer services and equipment, and applicable sales taxes.

b) *On Award of Contract*

Following contract award for the project's construction, the engineer shall recalculate the fee based on the tender quantities and prices on which the contract for the project's construction was awarded, and the estimated cost of materials and other services supplied by the client. Upon such recalculation, the amount paid to the engineer shall be adjusted accordingly, and the adjustment shall be included in the following month's invoice.

c) *Delay of Tendering of Contract*

If within six months of receipt of tenders for construction of the project the contract is not awarded, the final fee for design shall be calculated as a percentage of the price of the tender recommended for acceptance by the engineer.

d) *On Completion of the Project*

Following completion of the project, the engineer shall recalculate the fee on the basis of the actual construction cost of the project. Upon such recalculation, the amount paid to the engineer shall be adjusted accordingly, and the adjustment shall be included in the following month's invoice.

4.3.3 When Fees are on a Lump-Sum Basis

As soon as practicable following the execution of this agreement, the engineer shall submit a fee payment schedule to the client for approval. The fee payment schedule shall reasonably reflect the provision of the engineer's services for the duration of the assignment. The engineer shall monthly submit to the client invoices based on the approved fee payment schedule. Monthly invoices shall include the engineer's fees, reimbursable expenses, specialized computer services and equipment, and applicable sales taxes.

4.3.4 Payment by the Client

The client shall pay within 30 days after submission all invoices the engineer submits to the client under this agreement.

Interest at _____ % per month shall be paid on the total unpaid balance, commencing 30 days after the date of the engineer's invoice.

4.3.5 The Engineer's Right to Stop Rendering Services

If any invoice submitted by the engineer remains unpaid by the client for _____ days from the date the invoice was submitted, the engineer may give seven days' written notice to the client that the engineer will stop rendering services.

If within seven days of delivery of this notice the client has not paid the engineer's invoice and the engineer and the client have not agreed in writing on terms for payment of the invoice, the engineer may stop rendering services on the project. In that event, the client shall not have any claim whatsoever against the engineer for any loss, cost, damage or expense incurred or anticipated to be incurred by the client as a result.

The rights of the engineer given in this section are in addition to, rather than a substitute for, any other rights the engineer may have under this agreement, or otherwise, for non-payment of the engineer's invoices by the client.

IN WITNESS THEREOF the parties hereto have caused to be executed by their officers properly authorized in that behalf on the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of _____

ENGINEER _____ **Date:** _____

CLIENT _____ **Date:** _____

Appendix A. Specific Services Provided under this Agreement

Services to be provided by the engineer under this agreement:

Appendix B. Hourly Billing Rate

Employees

Hourly Billing Rate

Appendix C. List of Consultants and Subconsultants



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