

# **ENGINEERING SERVICES AGREEMENT**

**OAKLAND COUNTY, MICHIGAN**

**BETWEEN**

**ENGINEER**

**AND**

Click or tap here to enter text.

Click or tap here to enter text.

The Click or tap here to enter text., Click or tap here to enter text. ("Owner") and Click or tap here to enter text. ("Engineer") enter into this contract for engineering services ("Engineering Services Agreement" or "ESA"), effective the Click or tap here to enter text. day of Click or tap here to enter text., Click or tap here to enter text. for the project known as "Click or tap here to enter text." (the "Project").

## 1. DOCUMENTS CONSTITUTING THE ENGINEERING SERVICES AGREEMENT

1.1. The Engineering Services Agreement consists of the following documents, which together form the contract between the Owner and the Engineer:

- .1 This Engineering Services Agreement (DC-391 Part A).
- .2 The Engineering Services Agreement Standard Terms and Conditions (DC-391 Part B).
- .3 The forms selected with an "X" below:
  - ☐ **PRE-391 – PRELIMINARY ENGINEERING PHASE SERVICES**
  - ☐ **DPS-391 – DESIGN PHASE SERVICES**
  - ☐ **AMS-391 – ASSET MANAGEMENT SERVICES**
  - ☐ **BID-391 – BIDDING SERVICES**
  - ☐ **CON-391 – CONSTRUCTION PHASE SERVICES**
  - ☐ **SUR-391 – CONSTRUCTION SURVEYING AND LAYOUT SERVICES**
  - ☐ **RE-391 – RESIDENT ENGINEER SERVICES**
  - ☐ **RPR-391 – RESIDENT PROJECT REPRESENTATIVE SERVICES**
  - ☐ **ADD-391 – ADDITIONAL SPECIAL SERVICES**
  - ☐ **Engineer's Proposal, dated                      (scope of work only).**

**1.2.** In the event of conflict, ambiguity, or discrepancy between the terms of any of the documents constituting the Agreement, the more stringent condition, term, or interpretation imposed on the Engineer shall apply.

## **2. SCOPE OF THIS AGREEMENT**

**2.1.** The Agreement is the entire and integrated contract between the Owner and the Engineer and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may only be amended by an Engineering Work Order executed by the parties.

**2.2.** In the event the Owner and the Engineer have marked the Engineer's proposal under Section 1.1.3, the proposal shall be included in the Agreement for the limited purpose of describing the Engineer's scope of services. Such provisions as limitations on liability, mutual indemnification, or conditions of the Engineer's performance that might be contained in the proposal do not apply. Terms in the proposal are subordinate to any conflicting term in the Agreement.

## **3. PROJECT DESCRIPTION**

The Project shall, in general, consist of the following goals and objectives:

Click or tap here to enter text.

## **4. PROJECT-SPECIFIC SERVICES**

**4.1.** The Engineer shall provide the Project-specific services outlined in the forms listed and selected in Section 1.1.3 of this Agreement. The Owner may authorize the Engineer to provide Additional Special Services by Work Order during the course of the Project. The omission of a service from documents incorporated under Section 1.1.3 does not excuse the Engineer from performing any regular or normal service that is necessary to meet the Standard of Care or to accomplish the Owner's stated goals for the Project, unless the service has been specifically excluded from the Engineer's scope of services and the Engineer has informed the Owner in writing of the need for it.

## **5. CONSULTANTS**

**5.1.** The Engineer intends to retain the Consultants listed below to assist with the performance of its services.

Click or tap here to enter text.

## **6. PAYMENT TO ENGINEER FOR ENGINEERING SERVICES**

**6.1.** The Owner will compensate the Engineer in accordance with the terms of this Engineering Services Agreement. With the exception of the services identified in Section 6.2 as being provided on stipulated sum basis, payment shall be made on an hourly fee for service basis, plus permitted reimbursable expenses. Hourly rates and stipulated sums may only be adjusted by Engineering Work Order.

**6.2.** The Engineer will provide the services listed below on stipulated sum basis (*inapplicable if left blank*):

Service	Stipulated Sum (\$0.00)
Click or tap here to enter text.	Click or tap here to enter text.

**6.3.** The billing rates for hourly services of the Engineer and the Engineer's Consultants are set forth below or on the attached Exhibit 1, as the case may be (*inapplicable if left blank and if no exhibit is attached*).

Employee or Category	Rate (\$0.00)
Click or tap here to enter text.	Click or tap here to enter text.

**6.4.** The Engineer's estimated compensation for each phase of services is as follows:

Preliminary Engineering (Study) Phase Services	\$	Click or tap here to enter text.
Design Phase Services	\$	Click or tap here to enter text.
Asset Management Services	\$	Click or tap here to enter text.
Bidding Services	\$	Click or tap here to enter text.
Construction Phase Services	\$	Click or tap here to enter text.
Construction Surveying and Layout	\$	Click or tap here to enter text.
Resident Engineer (RE) Services	\$	Click or tap here to enter text.
Resident Project Representative (RPR) Services	\$	Click or tap here to enter text.
Additional Special Services	\$	Click or tap here to enter text.
<b>TOTAL</b>	<b>\$</b>	Click or tap here to enter text.

**6.5.** Please refer to Section 8 of the Engineering Services Agreement Standard Terms and Conditions (DC-391 Part B) for additional procedures governing payment.

IN WITNESS WHEREOF, the parties hereto have executed this Engineering Services Agreement as of the day and year first referenced in this Engineering Services Agreement. (*signatures on following page*)

WITNESS

Click or tap here to enter text.

Signature:

Click or tap here to enter text.

Print Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

WITNESS

Engineer:

Click or tap here to enter text.

Signature:

Click or tap here to enter text.

Print  
Name:

Click or tap here to enter text.

Title:

Click or tap here to enter text.

Approved as to form: