

ENGINEERING SERVICES AGREEMENT

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your project, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice. This document type carries significant legal and/or financial consequences and varies substantially by jurisdiction. Having a licensed attorney review it before use is strongly recommended.

This Engineering Services Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ENGINEER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. professional corporation] holding professional engineering license no. [LICENSE NUMBER] in [STATE], with its principal place of business at [ENGINEER ADDRESS] (the "**Engineer**"); and

[CLIENT LEGAL NAME], a [STATE] [ENTITY TYPE] (or an individual residing at [CLIENT ADDRESS]) (the "**Client**").

Engineer and Client are each a "**Party**" and together the "**Parties**."

Recitals. Client requires professional engineering services in connection with the [DESCRIBE PROJECT, e.g. structural design of a warehouse / civil site design / mechanical systems for a facility] located at or relating to [PROJECT LOCATION] (the "**Project**"). Client wishes to retain Engineer to provide those services, and Engineer wishes to provide them, on the terms below. In consideration of the mutual promises that follow, the Parties agree as follows.

1. Scope of Engineering Services

1.1 Services. Engineer will provide the professional engineering services described in Exhibit A (the "**Services**"), performed with the degree of skill and care ordinarily exercised by qualified engineers practicing in the same discipline under similar conditions in the same locality at the time the Services are rendered.

1.2 Discipline. The Services relate to [STRUCTURAL / CIVIL / MECHANICAL / ELECTRICAL / GEOTECHNICAL / OTHER] engineering. Engineer is not engaged to provide services in other engineering disciplines unless expressly stated in Exhibit A.

1.3 Deliverables. Engineer's work product includes calculations, analyses, drawings, reports, specifications, and other documents prepared under this Agreement (the "**Deliverables**" or "**Instruments of Service**"), which Engineer will sign and seal to the extent required by law.

1.4 Phasing. Where applicable, the Services proceed in phases — for example, preliminary engineering, detailed design, and construction-phase support — as set out in Exhibit A. Engineer is not obligated to begin a later phase until Client approves the prior phase in writing and pays amounts then due.

1.5 Additional services. Services beyond those in Exhibit A — including redesign caused by a change in Client's program, services made necessary by inaccurate information furnished to Engineer, or expert testimony — are "**Additional Services**" compensated under Section 3.4 only when authorized in writing before performance.

2. Client Responsibilities

2.1 Project information. Client will furnish, in a timely manner and at Client's expense, all data, surveys, drawings, reports, design criteria, and other information reasonably required for Engineer to perform. Engineer is entitled to rely on the accuracy and completeness of information furnished by Client and Client's other consultants.

2.2 Site access. Client will arrange access to the Site and to existing structures and systems as reasonably required for Engineer to perform field observations.

2.3 Decisions and approvals. Client will designate a representative authorized to act on Client's behalf and will render decisions and approvals promptly to avoid unreasonable delay. Client is responsible for reviewing and approving Deliverables before they are relied upon or released for construction or fabrication.

2.4 Other consultants. Unless Exhibit A provides otherwise, Client will retain and pay for surveyors, geotechnical engineers, testing laboratories, and other consultants whose work the Services depend on.

3. Compensation and Payment

3.1 Fees. For the Services, Client will pay Engineer **[A LUMP SUM OF \$_____ / HOURLY AT THE RATES IN EXHIBIT B / A NOT-TO-EXCEED AMOUNT OF \$_____]**, stated in **[CURRENCY, e.g. US dollars]** and exclusive of taxes and reimbursable expenses.

3.2 Reimbursable expenses. Client will reimburse Engineer, at cost plus **[e.g. 10]%**, for reasonable out-of-pocket expenses incurred for the Project, including authorized travel, reproduction, permit fees paid on Client's behalf, and specialized testing requested by Client.

3.3 Invoicing and payment. Engineer will invoice **[MONTHLY / ON COMPLETION OF EACH PHASE]**. Client will pay each undisputed invoice within **[NUMBER, e.g. 30]** days of the invoice date. Undisputed amounts not paid when due accrue interest at the lesser of **[e.g. 1.5%]** per month or the maximum rate permitted by applicable law. Engineer may suspend Services on **[NUMBER]** days' written notice for nonpayment of an undisputed invoice, without liability for the consequences of suspension.

3.4 Additional services compensation. Authorized Additional Services are billed at the hourly rates in Exhibit B unless the Parties agree on a fixed amount in writing before the work begins.

4. Standard of Care and Professional Responsibility

4.1 Standard of care. Engineer will perform the Services consistent with the standard of care described in Section 1.1. Engineer makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose.

4.2 Codes and standards. Engineer will perform the Services in accordance with the engineering codes, standards, and regulations that Engineer reasonably believes apply as of the date the relevant Deliverable is issued. Engineer is not responsible for changes in codes or standards adopted after that date.

4.3 Licensure and seal. Engineer represents that the individuals performing, signing, and sealing the Deliverables hold the professional licenses required to practice engineering in the jurisdiction where the Project is located. Client may not alter a signed and sealed Deliverable without Engineer's written consent.

4.4 No control over construction. Engineer is not responsible for the means, methods, techniques, sequences, or procedures of construction or fabrication, or for safety precautions and programs, which are the sole responsibility of the contractor or fabricator.

5. Ownership and Use of Deliverables

5.1 Ownership. Engineer retains all copyright and other reserved rights in the Deliverables and Instruments of Service. They are prepared for use solely on this Project.

5.2 License. On Client's payment of all amounts then due, Engineer grants Client a non-exclusive license to use the Deliverables solely to construct, operate, and maintain the Project. This license terminates if Client fails to pay amounts due or materially breaches this Agreement.

5.3 Reuse restriction. Client may not reuse the Deliverables on other projects, for additions to the Project, or by other parties without Engineer's written consent and appropriate additional compensation. Any reuse without Engineer's involvement is at Client's sole risk, and Client will defend, indemnify, and hold Engineer harmless from claims arising from that reuse.

6. Indemnification and Limitation of Liability

6.1 Engineer indemnity. To the fullest extent permitted by law, Engineer will indemnify Client against third-party claims for bodily injury or property damage to the extent caused by Engineer's negligent performance of the Services.

6.2 Client indemnity. To the fullest extent permitted by law, Client will indemnify Engineer against third-party claims to the extent caused by Client's negligence, by inaccurate information Client furnishes, or by the acts or omissions of contractors, fabricators, or other consultants Client retains.

6.3 Limitation of liability. To the fullest extent permitted by law, and except for liability arising from gross negligence or willful misconduct, Engineer's total aggregate liability to Client arising out of or related to this Agreement will not exceed the lesser of Engineer's total compensation under this Agreement or **[\$AMOUNT]**. Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits or revenue.

6.4 Insurance. Engineer will maintain professional liability (errors and omissions), commercial general liability, and workers' compensation insurance with limits not less than **[\$AMOUNT]** per occurrence, and will provide certificates of insurance on request.

7. Term and Termination

7.1 Term. This Agreement begins on the Effective Date and continues until the Services are complete or it is terminated under this Section.

7.2 Termination for convenience. Either Party may terminate for convenience on **[NUMBER, e.g. 14]** days' written notice.

7.3 Termination for cause. Either Party may terminate on **[NUMBER, e.g. 7]** days' written notice if the other Party materially breaches and fails to cure within that period.

7.4 Effect of termination. On termination, Client will pay Engineer for all Services performed and reimbursable expenses incurred through the effective date of termination, plus reasonable termination expenses. The license in Section 5.2 is conditioned on payment of all such amounts.

8. Confidentiality

8.1 Confidential information. Each Party will keep confidential the non-public information of the other Party disclosed in connection with the Project, use it only to perform under this Agreement, and protect it with at least reasonable care.

8.2 **Exclusions.** Confidentiality does not apply to information that is or becomes public through no fault of the receiving Party, was rightfully known before disclosure, is rightfully obtained from a third party, or is independently developed.

8.3 **Compelled disclosure.** A Party may disclose confidential information to the extent required by law or court order, giving the other Party prompt notice where legally permitted.

9. General Provisions

9.1 **Delay.** Engineer is not liable for delay caused by events beyond its reasonable control, and the schedule and compensation may be equitably adjusted.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Dispute resolution.** Before filing suit, the Parties will attempt in good faith to resolve any dispute through direct discussion and, if unresolved within [NUMBER] days, through mediation with a mutually agreed mediator, the cost shared equally. [OPTIONAL: binding arbitration — discuss with counsel.]

9.4 **Independent contractor.** Engineer is an independent contractor. Nothing creates a partnership, joint venture, or employment relationship.

9.5 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent.

9.6 **Notices.** Notices must be in writing, delivered to the addresses above (or as updated in writing), and are effective on receipt.

9.7 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

9.8 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.9 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ENGINEER	CLIENT
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE / N/A]	Title: [TITLE / N/A]
Date: _____	Date: _____
_____	_____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.