

SAMPLE CONTRACT FOR ENGINEERING AND TECHNICAL SERVICES

This Agreement entered into this day of , 20 by and between located at , hereinafter referred to as “Engineer” and the (City/County) of , Missouri, hereinafter referred to as “City/County” for furnishing engineering and technical services.

The services will be for the design of _____

_____ .

I. SCOPE OF SERVICES

In connection with the above, Engineer will perform the following services:

A. Topographic and Design Surveys

1. Engineer will obtain the topographic and design surveys necessary for the preparation of contract plans for the proposed improvements. Such surveys will include, but not necessarily be limited to:

a. _____
_____ .

b. _____
_____ .

c. _____
_____ .

d. _____
_____ .

B. Geotechnical Services

Engineer will obtain all necessary subsurface investigations, tests, reports, and perform related surveys.

C. Contract Plans and Cost Estimate

1. Engineer will prepare complete and detailed final contract plans for the proposed improvements as previously described. The plans will include, but not be limited to, the following:

- a. _____
_____.
- b. _____
_____.
- c. _____
_____.

2. Engineer will assist the City/County in obtaining the approval of final agreements with the utility companies and other such public agencies as may be necessary.

3. Engineer will prepare a complete set of front end documents and technical specifications for the construction package.

4. Engineer will provide quantities and a detailed estimate of cost for the work.

5. Engineer will prepare the notice to contractors for bidding purposes, notify Dodge Reports of the progress of the project, send written notices to a number of contractors qualified to bid on the work, and send written notices to various minority organizations and minority contractors.

D. Easement Deeds

Engineer will prepare easement deeds, ready for signature, for all properties from which easements will be required for construction.

E. Construction Services

1. Engineer will assist the City/County in advertising for bids, attend the bid opening, prepare bid tabulations, and assist in analyzing bids and making recommendation with respect to the selection of a qualified contractor for the construction of the work.

2. Engineer will prepare and forward _____ signature sets of Contract Documents to the contractor selected by City/County.

3. Engineer will be available for general consultation and interpretation of the plans and specifications during construction.

4. Engineer will visit the site a maximum of _____ times and observe the progress of construction at intervals during construction of the project. Such observation is not to be construed as supervision of construction, but is a review of the work for general conformance with contract plans.

5. Engineer will review all shop and working drawings.

6. Engineer will participate in the final inspection (included in the visits mentioned in E-3).

II. TO BE PROVIDED BY THE CITY/COUNTY

A. All available pertinent information that it may have in its possession or to which it may have access.

B. A representative to whom Engineer will report and from whom Engineer shall receive instruction and authorization.

C. Right of access to all properties as required during the execution of the work.

D. All necessary resident engineering services.

E. Services of an independent testing laboratory to perform all materials testing necessary for control of the project during the construction phase.

F. Title work necessary for easement or property acquisition.

III. TO BE PROVIDED BY ENGINEER

A. The services of all professional and technical personnel required for the performance of the services described under Scope of Work.

B. Up to copies of the construction plans and specifications for the project.

IV. TIME OF PERFORMANCE

A. The services of Engineer are to commence upon the signing of the contract, and the final contract plans and documents will be available, ready for advertising for bids, within days after receipt of notice to proceed.

B. Construction services shall be provided at such time as may be required.

V. COMPENSATION

A. The City/County will compensate Engineer for the work specified above as follows:

1. For all work and services described in the Scope of Services, except B, Geotechnical Services, the lump sum fee shall be (\$00,000.00).

2. For all work and services included in B, Geotechnical Services, the fee shall be the direct cost of the subcontract services furnished by a geotechnical consultant, plus percent for administration. The scope and cost of said services would be reviewed and approved by the City/County prior to any authorization to proceed.

3. This cost shall constitute complete compensation for all direct labor, payroll burden, general and administrative overhead, profit, travel, equipment, and materials necessary to complete the tasks as set forth in the Scope of Work.

VI. METHOD OF PAYMENT

Payment to Engineer for services under Scope of Work will be made monthly based on the percentage of work completed during the preceding month and will, in every case, be supported by a suitable invoice.

VII. SPECIAL CONDITIONS

This contract is subject to and incorporates the provisions attached hereto as Exhibit A, the Regulations of the Department of Housing and Urban Development relative to Contracts for Community Development, Part II, General Terms and Conditions.

VIII. ACCEPTANCE

If this contract meets with your approval, please indicate your acceptance by signing this proposal and returning one signed copy.

Submitted by: Engineer Name

Attest:

Name and title

Name and Title

City/County

Attest:

Name and title

Name and Title