

Engagement Agreement

This contract uses the Association of Consulting Engineers conditions and memorandum of agreement A(1) 2002 model form with the following particular abstracts, which replace those clauses in the standard Conditions of Engagement.

The memorandum of Agreement is replaced by a Design Appointment Form attached to this agreement.

Obligations of Geoff Freedman Rural Bridges

The normal service is to include engineering advice on actions necessary to complete a project. Advice will be given at the conceptual stage and will be the best estimate which could be made by the Consulting Engineer with the information available. The advice will normally be accompanied by estimated costs. Additions to *Normal Services* are listed in Schedule 3 of the Design Appointment Form. All contracts for construction will be drawn up between client and contractor and administered for management control and payment by Geoff Freedman. This agreement is only for services between Consultant and Client,

Subcontractor Services

Geoff Freedman will not subcontract any services without the consent of the Client. He will not be liable for errors, defaults or negligence of any subcontractors or laboratories employed in connection with the provision of the services. The Client is advised to obtain appropriate contractual warranties from these subcontractors. Geoff Freedman has no obligation to obtain these warranties or their adequacy or enforceability.

Opinions on Cost

If so designated as part of the services, Geoff Freedman shall use reasonable endeavors to provide a realistic estimate of construction costs, or whatever costs are asked for. These estimates, being intended for information on the order of magnitude or scale of costs, shall not be used in budgeting or negotiation unless agreed in advance in writing by Geoff Freedman.

Obligations of the Client

Payment

Fees will not be in accordance with the ACE Conditions. They will be charged as indicated on the Appointment Form which is attached as an appendix to this agreement. The fees are stipulated according to value of work or by separate negotiation. The services included are those detailed in the Appointment Form. For construction they are normally design, tendering, supervision and certification excluding survey, site investigation etc. Feasibility studies normally include a report containing supporting evidence and estimated costs.

- Fees are charged exclusive of expenses. These are charged separately at cost.

- All conditions of payment, except fee calculation, will be in accordance with the ACE Conditions. Payment of invoices within 30 days is expected. Stage payments will be invoiced where necessary.

Liability

- The limit of liability is £1,000,000 for any one claim against Geoff Freedman Rural Bridges for professional negligence.
- On-going liability for PI will be provided for 3 years after completion.
- Most designs have been developed by Geoff Freedman for specific conditions and contain specialist elements which require background knowledge to ensure safe construction and maintenance. Geoff Freedman will therefore only provide a full consultancy service where he controls design, construction and certification. Geoff Freedman retains intellectual property rights to all of his designs and does not accept liability for copied or amended designs.

Insurance

Professional Indemnity (PI) Insurance and Public Liability Insurance certificates attached below.