



Work Order Agreement

CONSULTING ENGINEERS – SURVEYORS – LAND PLANNERS

Address: 323 MAIN STREET
PARK CITY, UT 84060

Billing: P.O. BOX 2664
PARK CITY, UT 84060

Phone: 435-649-9467
Fax: 435-258-6934

Responsible Party		DATE:		JOB NO:	
Billing Address		Contact			
		Phone			
		Email			

Property Location	
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This Agreement, including the General Conditions set forth below, is made with Alliance Engineering, Inc., for services described as follows (the “Work”)

Estimated
Not to Exceed

Cost of Service
Cost of Service

New Client

Retainer

Existing Client

Cash

Check

Credit Card

ACH

GENERAL CONDITIONS

1. All proposals submitted by Alliance will be valid for 30 calendar days from initial date thereof; thereafter Alliance reserves the right to alter or re-submit the same, or to terminate the Agreement.
2. All Work performed by Alliance is based on current governmental ordinances and fees in effect as of date. Any changes in ordinances and/or regulations which affect the scope or cost of the Work proposed will be billed as an additional charge ("Extra"), as will fees and costs for re-staking or re-design resulting from circumstances beyond the control of Alliance.
3. All Extra work, unless otherwise agreed to in writing, shall be billed at current hourly rates.
4. Direct costs and reimbursements, including sub-contractors, will be invoiced at cost plus 10%.
5. Governmental submission fees, plan check fees, recordation fees, impact fees, permit fees, and other related fees are not included, and will be the direct obligation of the Responsible Party and not Alliance, whether or not authorized by Alliance as agent. Responsible Party hereby authorizes Alliance to incur on its behalf any of the foregoing fees and services as may be reasonably necessary for the Work, and Responsible Party hereby agrees to pay the same and to indemnify and hold harmless Alliance from any claim, debt, damage or liability incurred in connection therewith. Architect fees, attorney fees, soil engineer fees, and other consultant fees necessary in the execution of the Work are not included in the above-stated cost of services and will be billed as Extra.
6. Responsible Party shall supply all necessary documents and/or data; if obtained by Alliance, billed as an Extra.
7. Responsible Party shall make provision for access to the property and/or project and adjacent properties, if necessary for surveying or other purposes in performing the Work.
8. Responsible Party shall protect stakes and markers set. Replacement of stakes and markers disturbed or removed will be billed as an Extra.
9. Responsible Party, for itself and for its associates, partners, investors, shareholders, financiers and successors, expressly agrees to a maximum limitation on Alliance's liability for any damage, injury, cost, or claim which may arise from the negligent act, error or omission of Alliance, in the total aggregate amount of \$25,000.00, or Alliance's total fee for services rendered, whichever is less. Such limitation on Alliance's liability shall include any claim by Responsible Party, its contractors and sub-contractors for damages incurred by them.
10. Billings are sent monthly for Work performed the previous month. Payments on account are due 30 days from billing date, with interest of one and one-half percent (1 1/2%) per month (18% per annum) accruing on any account amount unpaid after 30 days. Alliance reserves the right to suspend or terminate the Work and its obligations under this Agreement if any unpaid account exceeds 60 days. Please indicate the preferred terms of payment:

Credit Card, this comes with a 3.5% surcharge from the credit card company.

ACH, Bank direct deposit, this comes with a \$3 surcharge.

Check, no surcharge.

11. In the event Alliance is required to retain legal counsel to privately enforce the provisions of this Agreement, and/or to initiate any official proceeding, judicial or otherwise, Alliance shall be entitled to recovery from Responsible Party, and Responsible Party expressly agrees to pay reasonable attorney fees and costs incurred, whether or not official proceedings are initiated, and whether or not judgment is rendered thereon.

Acknowledgement of terms and conditions

Alliance Engineering, Inc

Must be signed by Responsible Party for Payment

By: _____

Company Name: _____

Title: _____

By: _____

Date: _____

Print Name: _____

Title: _____ Date: _____