

# **Engineering Proposal Strategies, Part III**

**By: Joe Alvin Haun, PE, MSE**

## **Receiving course credit**

This is only the text file for the course. Please review or download file for later review. Course credit can not be granted until the following steps are completed.

1. You will need to purchase the course. To purchase the course, please
  - a. Enter the Engineering Business Publications Continuing Education Center web page:  
  
<http://www.engineeringbusinesspubs.com/classes/>
  - b. Or type the link into your browser.
2. If not already, you will need to register on the site. Once you have register, each time you log-in you will be able to view any courses that you have purchased in past visits, or purchase new courses. To find this course you will first click on the category "Engineering Proposal Strategies". You will then see all of the available courses under this category. Next click on "Engineering Proposal Strategies – Part 3".
3. If you have not already paid for the course, you will then be forward to PayPal to pay for the course. Once you have completed the payment with PayPal, you will be redirected back to the Continuing Education site.
4. If you are ready, you can now immediately take the online quiz. When you complete the online quiz, your score will automatically be calculated. Once you have received a passing score of 80% or higher, you may download your course Certificate of Completion. If you do not pass the quiz, you can retake the quiz as many times as needed.

If you have any questions, please contact us at our website  
[www.engineeringbusinesspubs.com](http://www.engineeringbusinesspubs.com) .

## **Engineering Business Publications**

### **Seminars and Publications**

P.O. Box 33611

Las Vegas, Nevada 89133-3611

[www.engineeringbusinesspubs.com](http://www.engineeringbusinesspubs.com)

# Table of Contents

Engineering Proposal Strategies, Part III .....	1
Welcome!!.....	3
How to Use this Guide .....	3
Proposal Writing.....	4
<i>Cover Letter</i> .....	4
<i>Agreement</i> .....	5
<i>Assumptions</i> .....	6
<i>Specific Tasks</i> .....	7
<i>Compensation Summary</i> .....	7
<i>Preliminary Design Drawing</i> .....	7
<i>Project Schedule</i> .....	8
<i>Company's Completed Related Projects</i> .....	8
<i>Testimonials</i> .....	8
<b>SAMPLE Cover Letter</b> .....	9
<b>SAMPLE Line Item Description</b> .....	10
<b>SAMPLE Proposal Assumptions</b> .....	11
<b>SAMPLE Standard Terms and Conditions for Professional Engineering Services</b> .....	13
About the Author.....	19
Recommended Reading List .....	20
Contact Us .....	20

## Welcome!!

Welcome to *Engineering Proposal Strategies, Part III*, your do-it-yourself guide to creating an Engineering Proposal including the Value Proposition that works for your engineering firm.

Once you've been through this guide, you'll know precisely what it takes to write an effective Proposal with a Value Proposition and supporting documentation. More importantly, you'll have a sample of a powerful Engineering Proposal to get you started.

This guide is a part of a series of guides covering the four pillars of your Business Plan: Operations, Marketing, Financials, and Value Proposition. This guide covers the Proposal and the Value Proposition. From this point on, you won't have to stab in the dark – you'll have clear direction. Following the steps shown you'll start to see some real results for your efforts.

Once completing the on-line course for this guide at our web-site [www.engineeringbusinesspubs.com](http://www.engineeringbusinesspubs.com), you will be awarded with 3 PDH. The on-line course includes reading this guide and passing the 15 question test on our web-site.

Currently 30 U.S States require licensed engineers to obtain continuing education credits (CEU) or professional development hours (PDH) in order to renew their license. The PDH awarded by our seminar will be accepted by your state licensing board. **I personally guarantee it.** If your state board rejects our on-line seminar PDH, please forward us a copy of the board's letter and we will refund to you the cost of the on-line seminar.

## How to Use this Guide

Each step covers an important aspect of your Engineering Proposal including the Value Proposition.

You will be surprised how much this guide will reveal about your Engineering Proposal. It will get you to think about important issues that may have never crossed your mind in the past. It may also uncover new issues. It is never a better time to put together or update your Engineering Proposal than now.

While reading please go ahead and jot down some notes in the spaces provided. It will help to improve your Engineering Proposal. Later sections will go into greater depth describing how to develop a Value Proposition, and Engineering Attire.

Now, it's time to get started.

## Proposal Writing

There are many ways to write a proposal, but the best lead to a signed agreement to perform engineering services. To create more opportunities with proposals you must think out of the box. The typical engineering proposal consists of services to be provided and a price for each or all of the services. Most engineering proposals are very vague on what services will be provided and the description of each service.

Proposals are marketing tools that demonstrate the company's expertise and professionalism. The proposal should stand apart from the other proposals the potential client may receive. In short, proposals are an outlined plan of how your firm will solve the client's need. A well structured proposal should have the following outline:

1. Cover Letter
2. Agreement
3. Assumptions
4. Specific Tasks
5. Compensation Summary
6. Preliminary Design Drawing
7. Project Schedule
8. Company's Completed Related Projects
9. Testimonials

This outline can be accomplished in a few pages for fairly simple project, and more than 30 pages for larger and more intricate projects. Since the Agreement is a legally binding document, it is recommended that a lawyer review it prior to either party signing the agreement.

### *Cover Letter*

The cover letter is a simple one or two page letter to the potential client briefly stating the name of the project, your Value Proposition, what services your firm will be providing, engineering fees, and a call to action. The Value Proposition states why your firm is the best choice, and is usually tailored to the client comments from an earlier meeting. The Call to Action is telling the potential client what you want them to do next.

Phrases similar to “Sign the agreement and forward copy to your office” or “contact you if the terms are not acceptable” are both Call to Actions. At the end of this guide is an *Example Cover Letter*.

### *Agreement*

The Agreement document is a legal agreement between the client and the engineering firm. Most engineering companies develop their own Service Agreement, and most develop several types of agreements depending on the type and size of the proposal. The American Society of Civil Engineers (ASCE) has made several attempts to standardize these agreements for the industry, but the industry to date has not fully implemented these standard forms. If you are a member of ASCE, it is advisable that you obtain these forms and utilize with your proposal packages as often as possible. The advantage to the ASCE is that they have been reviewed by many professional engineers and lawyers across the United States. Make sure you read and understand these agreements before implementing in your proposal packages.

At the end of this guide is an Example Standard Terms and Conditions (Agreement), but before using this agreement or any other it is recommended that a lawyer review the text to make sure the document is binding in your state. Many of the sections in Agreement are meant to protect the engineer and the client. The following is a brief description of each section:

- Manner of Payment – This section describes the proposed contract amount and retainer. It also describes the manner of payment by the client, and any penalties for late payment.
- Cooperation, Assistance and Access – In this section the engineer is requiring the client to partner with the engineer to provide information necessary to expedite the project.
- Client’s Costs of Fees – This section states that the client is responsible for all fees by a third party which are not included in the Scope of Work.
- Extra Services or Work – This section discusses that the engineer is due additional compensation for any work at the request of the client beyond the Scope of Work.
- Term of Agreement – This section describes the length of time the Agreement is in effect.
- Specific Exclusions – This section describes in detail what services that are not included in the Agreement or Scope of Work.
- Governmental Changes – This section states that the client is responsible for paying for any changes to the engineer’s work product due to governmental comments.
- Changes to Work – This section states that any changes to the Agreement or Scope of Work must be approved by both the client and the engineer.

- Plans and Products – This section describes who owns the engineer’s work product, who pays for any copies of the work product, and storage responsibility.
- Estimates Provided by Engineer – The engineer may provide estimates pursuant to the Agreement, but the client should not rely on the estimates and does not hold the engineer liable for the estimates.
- Governmental Interference – This section discusses the engineer’s schedule can be extended in the event the government interferes with the engineer’s work
- Early Termination – This section states how the engineer or the client can terminate the Agreement.
- Cessation of Work – If the engineer ceases work for a period of time due to certain situations, the engineer has the right to terminate the Agreement.
- Automatic Expiration – This section describes what situations shall automatically terminate the Agreement.
- Client’s Approval and Acceptance of Work – The client accepts the engineer’s work once invoiced and a period of time has passed without any comments from the client.
- Rights upon Non-Payment or Breach by Client – This section describes when and how the engineer can terminate the Agreement for nonpayment by the client.
- Attorney Fees – This section requires the client to pay for any attorney fees incurred, regarding client’s payment of fees due the engineer.
- Indemnification by Client – The section requires that the client holds the engineer harmless of any damages outside of loss or damages resulting from negligence by the engineer.
- Delays by Engineer Not a Breach – This section states what actions by the engineer are not considered a breach of Agreement.
- Warranty and Disclaimer – This section states what work performed by the engineer is warranted, to what standard, and what is not warranted.
- Limited Liability – This section states what damages the engineer is responsible to repay the client and the limits of those payments.
- Lien Rights – Allows the engineer the ability to lien the property for all unpaid amounts due the engineer.
- Assignment – This section discusses whether the engineer or the client can sell the Agreement to another party.
- Miscellaneous – This section states any other agreements not fitting any previous subject headings.

### *Assumptions*

In this section of the proposal it is very important to state what the engineering company knows about the project. What are the existing conditions; such as the Assessor Parcel Number, site location, existing Zoning, approximate site area, whether the existing land is vacant or developed, and so on. The section also describes what the engineer believes needs to be accomplished before the project is completed; such as rezoning,

required Waivers, Variances, and other Entitlements, required Technical Reports, and Development Plans. These assumptions are the bases to writing the proposal). An *Example Proposal Assumption* is shown at the end of this guide.

### *Specific Tasks*

This Section in the proposal actually describes in great detail the scope of work to complete the project for the client. Each line item is described in detail with what services the engineering firm will provide to the client. It is very important in this section to not be vague in the line item explanations. Vagueness will cause significant problems later on in the project. A line item that says Technical Drainage Study and a fixed fee amount without any explanation as to what a Technical Drainage Study encompasses is open to interpretation. The engineer may think this line item is only for the technical report and not the supporting Grading Plan. A client may think that this includes both the technical report and the supporting Grading Plan. Even a seasoned developer, who has signed a lot of engineering reports and should know what is meant by the line item, may say that they thought that the report and drawings were included together. This is why it is very important to describe in detail what a line item includes and what it does not include. See the *Example Line Item Description* for a Technical Drainage Study at the end of this guide.

### *Compensation Summary*

Often reading all of the details of the Specific Tasks Section can be a little confusing to the client. A summary of the compensation makes it much easier for the client to quickly understand what services are being offered by the engineering firm. Especially, when some of the line items maybe fixed fee while others may be Time and Material or Time and Material Not to Exceed a Certain Amount.

While reviewing the text you should make sure that the line items amounts match in both the Specific Tasks and Compensation Summary Sections. The engineering company can look very foolish at this early stage if the dollar amounts do not match throughout the proposal.

### *Preliminary Design Drawing*

A Preliminary Design or Conceptual Design clearly shows to the potential client what the engineer understands to be the scope of the project. Since some projects may require only calculations or a technical report, this drawing may not be appropriate for every proposal. But providing this drawing when appropriate will definitely set your engineering company apart from the competition. A rough sketch may cost your firm a little to produce, but the reward of a new project is well worth the effort.

### *Project Schedule*

A simple spreadsheet graph showing the timelines for the various phases of the proposed engineering project is more than most of the engineering competition will provide in their proposals. A project schedule shows the client that you have thought out the project, and understand the necessary steps to complete the project on time.

There are several software applications available on the market to provide a project schedule. Some software utilizes only a simple gantt chart, while other more sophisticated software utilizes a multitude of charts, assigns resources, costs, and so on. One such software is Microsoft Projects. Once mastering the software it can be an incredible tool for managing projects, and a major benefit to your clients.

### *Company's Completed Related Projects*

Demonstrating the team's experience and capabilities in handling the client's project is best shown by describing recently completed similar projects. The client is able to review the engineering team's expertise, and, if the completed projects are familiar or even in the vicinity, the client can actually visit the site and speak to the developers about their experience with your company. Completed work is an excellent marketing tool, and proves your value proposition.

### *Testimonials*

Seeing that other people in the industry have a good experience using your services is also an excellent marketing tool. But this is one thing that you will have to ask for from your existing clients. The best way to obtain testimonials is by performing a survey. The survey should be sent out to all of your current clients, and ask them to respond to a series of questions. Make sure you disclose on the survey that their responses maybe used in your company's future marketing material, and that by them responding to the survey they are giving authorization to reprint their responses.

Potential clients like to read testimonials, and it gives them another chance to see what other individuals think about your company's performance. If they really wanted to take it to the next step, they may even contact several of the individuals giving the testimonials.

**SAMPLE  
Cover Letter**

[COMPANY LETTER HEAD]

[CITY, STATE, ZIP]  
OFFICE XXX-XXX-XXXX  
FAX XXX-XXX-XXXX

[DATE]  
[PROPOSAL NUMBER]

[CLIENT COMPANY NAME]  
[CLIENT ADDRESS]  
[CITY, STATE, ZIP CODE]

Phone: (XXX) XXX-XXXX

Attn: [CLIENT NAME]

Subject: [PROJECT NAME]  
[ENGINEERING SERVICES]  
[ASSESSOR PARCEL NUMBER]

Dear Madam or Sir:

In accordance with your request, [ENGINEERING COMPANY NAME] is pleased to submit this proposal to provide professional civil engineering services in the amount of \$\_\_\_\_\_ for the above referenced project. A retainer of (\$\_\_\_\_\_) is due to [ENGINEERING COMPANY NAME] at the signing of this Agreement. Please see Appendix A for a summary of the tasks to be completed. This proposal is based on a site visit on [DATE], discussions with the architect, and preliminary research.

[Insert your Value Proposition]

If this proposal is to your satisfaction, please sign the two copies of the Consultant Services Agreement and return one copy to our office for execution. If you have any questions or need additional information, please contact me at (XXX) XXX-XXXX.

Sincerely,

[Company Signature Block]

**SAMPLE**  
**Line Item Description**

1. **Technical Drainage Study** – HAUNTEC will provide a Technical Drainage Study in accordance with the Clark County Regional Flood Control District’s – Hydrologic Criteria and Drainage Design Manual. HAUNTEC will process the report through Clark County – Development Services for approval. The Client is responsible for all submittal and filing fees associated with the Study. The TDS will address the on-site and off-site storm water runoff impacting the proposed project. No additional hydrologic or hydraulic analysis outside the project boundary is a part of this scope. The following tasks will be performed:
  - a. Identify existing and proposed drainage areas and facilities that affect the site.
  - b. Prepare hydrologic model, figures, and text for a technical drainage study for the project site.
  - c. Coordinate with Clark County Development Services for review and approval of the study.

The above scope and fees were based on the following assumptions and exclusions:

1. The site is not located within a FEMA special flood hazard area.
2. The site is not bordered by existing regional facilities.
3. The site is bordered by public drainage easements.
4. The site does not border Nevada Department of Transportation (NDOT) Right-of-Way.
5. The grading plans, once set will be final. Any modifications to the grading plans once the drainage study has been completed may require additional time and money to incorporate.
6. This project assumes no on-site storm drain network.

Client approved revisions to the design, requiring resubmitting the Technical Drainage Study, will be require to be approved by the Client as a change order and billed under Additional Services.

**Lump Sum: \$5,500.00**

## **SAMPLE Proposal Assumptions**

**Proposal for professional Civil Engineering Services for Christian Church East – Development Plans, APN 161-03-555-555, located east of Tree Drive and about 1200 ft south of Charles Boulevard, Clark County, Nevada.**

### **ASSUMPTIONS**

1. The proposed development is to expand the existing church and parking lot located on about 3.22 acres east of Tree Drive and about 1200 ft south of Charles Boulevard.
2. According to the Clark County Assessor's office and the CLIENT the property is properly zoned with a Special Use Permit for the proposed use. According to the Clark County web site, the site is currently zoned P-F, and lies within the Sunrise Manor Township, Clark County, Nevada.
3. Waivers and/or design variances are not necessary for the proposed development.
4. A Special USE PERMIT will be required for a "Place of Worship" on Zoning Districts P-F.
5. Tree Drive is not maintained by Nevada Department of Transportation (NDOT). NDOT is not required to review the development plans.
6. Since the site is not to be subdivided, a Tentative Map is not required for the site.
7. A previous Technical Drainage Study by Dwyer Engineering in 2003 has been approved for the site.
8. Technical Reports:
  - a. The CLIENT will be provided to HAUNTEC current geotechnical information, Soil Report, prior to work.
  - b. Due to the number of trip ends generated will be less than 100 vehicles during the peak hour; a Traffic Impact Analysis (TIA) is not required.
  - c. Technical Drainage Studies have been previously reviewed and approved on the site for existing improvements by Clark County Development

ENGINEERING PROPOSAL STRATEGIES, PART 3

Services and Clark County Regional Flood Control District; H.T.E.: 96-22222, 96-33333, and 03-44444

- d. A Technical Drainage Study (TDS) will be required, if one or more of the following applies:
  - i. The subject site is bordered by Clark County Regional Flood Control District (CCRFCD) facilities or the site located within a Flood Zone. (The site is bordered to north by a drainage easement, and drainage discharges onto the site at the south east corner)
  - ii. The subject site is less than one acre. (The site is approximately 0.33 acres)

Clark County Development Services will require a Technical Drainage Study for the site improvements.

- e. If Clark County requires a TIA as part of the Entitlements Conditions of Approval, HAUNTEC can provide the report under the Additional Service Line item.
- 9. The expanded building will use the existing water supply line and meter.
  - 10. The new building will connect to the existing sewer lateral.
  - 11. The CLIENT will be provided to HAUNTEC current boundary and topographic electronic files (AutoCAD version 2004 format) and hard copy created by a Nevada licensed Professional Land Surveyor prior to work.
  - 12. Existing access and legal easements are in place.
  - 13. The project will not be delayed or stopped without additional compensation.
  - 14. HAUNTEC direction will be taken from the CLIENT only unless otherwise notified.
  - 15. The CLIENT will provide all civil plan coordination and submittal at their expense and time.

**Lump Sum                      \$25,500.00**

**SAMPLE**  
**Standard Terms and Conditions**  
**for Professional Engineering Services**

**[Project Name]**

1. **Manner of Payment.** Engineer ([ENGINEERING FIRM NAME]) will bill Client ([CLIENT NAME]) monthly for work completed and expenses incurred, and upon job completion, for the balance. The fee established at (\$\_\_\_\_\_) for the services set forth in [ENGINEERING COMPANY NAME] proposal for professional services dated ([DATE]) hereby incorporated by reference into this contract and attached hereto. A retainer of (\$\_\_\_\_\_) is due to [ENGINEERING COMPANY NAME] at the signing of this Agreement. Invoices are due and payable upon receipt and are delinquent 30 days after date of the invoice. Client agrees to pay interest on any delinquent amounts at the rate of 12% per year. Engineer may stop work on any account that is 30 days delinquent.
2. **Cooperation, Assistance and Access.** Client will cooperate with Engineer to expedite the completion of the work, including acting as a direct liaison between Engineer and any government agencies and utility companies whose approval is required to complete the work. Client agrees to provide Engineer access to the project site and to make available any records, documents, reports, deeds or other items necessary for Engineer to complete the work.
3. **Client's Costs of Fees.** Client acknowledges that Engineer's fees do not include any expenses that may be incurred to third parties to complete work. Client authorizes Engineer to incur all such reasonable expenses on behalf of Client. Client agrees to reimburse Engineer for all such expenses, including government filing fees, city, state or county plan checking fees, inspection fees, construction permit fees, architectural landscaping fees, soil testing and soil engineering costs, aerial topography costs, the cost of all permits, bonds and premiums, title company charges, blueprints and copy expenses, shipping charges, the reasonable costs of transportation, meals and lodging incurred by Engineer for work done away from Engineer's offices or the project site, and all similar costs or expenses incurred in connection with the project or the performance of this Agreement which are not included in the scope of work description in this Agreement.
4. **Extra Services or Work.** Any extra services or work agreed to be performed by Engineer at the request of Client shall be paid for by Client as extra work at Engineer's then current hourly rates. Such extra services or work shall include any work performed by Engineer related to the exclusions listed in Paragraph 6.

5. **Term of Agreement.** This Agreement shall remain in effect until the work is completed and Client has paid all amounts due Engineer, unless earlier terminated as set forth in Paragraph 13 or elsewhere in this Agreement.
6. **Specific Exclusions.** Except as otherwise provided in the scope of work description in this Agreement, Client agrees that any work related to the following items is specifically excluded from this Agreement:
  - a. Soil surveys, soil testing, landscaping;
  - b. Construction testing and inspection at the project site;
  - c. Site conditions;
  - d. Deed restrictions and covenants pertaining to the subdivision or condominium development of land;
  - e. Traffic studies;
  - f. Landscape and/or architectural plans;
  - g. Street light, site lighting, and traffic signal plans;
  - h. Replacement of staking damaged or destroyed by an act of God, Client or others;
  - i. Any additional office or field work caused by policy or procedural changes of governmental agencies;
  - j. Changes in the work required by any of the following: changes in plans or specifications made by Client or others, inaccuracy of data or information supplied by Client, or work performed on material or data supplied by others;
  - k. Rezoning the site;
  - l. Plan check fees required by any of the agencies;
  - m. Out of pocket expenses for printing, mail, and FED-X;
  - n. Expenses and time involved for expedited plan check;
  - o. Preparation of as-built drawings;
  - p. Electronic files outside of those distributed to the design team, will require a signed release by the recipient;
  - q. Drawing for bidding and construction may be filed with a printing company;
  - r. Construction Surveying
  - s. Demolition plan is not included in this scope of services; and
  - t. Structural plans, analysis or design including retaining wall structural designs.
7. **Governmental Changes.** Any changes required to plans or plats by governmental agencies or utility companies after the plans or plats have been approved by Client shall be paid for by Client as set forth in paragraph 4 above.
8. **Changes to Work.** All modifications to this Agreement, including any changes in the scope of the work to be performed by Engineer, shall be in writing and signed by both Engineer and Client.
9. **Plans and Products.**
  - a. **Original Documents.** All original maps, plans, drawings, plats, tracings, survey notes, or other work product of Engineer (“Work Product”) are and

- shall remain the property of Engineer except where by operation of law such Work Product becomes public property.
- b. **Blueprints and Copies.** Client shall pay for all copies of Work Product (including any plans or plats to be issued for bidding) provided to Client, or provided to governmental agencies or utility companies on Client's behalf, at Engineer's then prevailing rates. Specifically, any special reproducible drawings or tracings such as transparencies or mylar drawings required by government agencies or utility companies or architects associated with Client shall be paid for by Client.
  - c. **Archival Copies of Work Project.** Client agrees that Engineer has no duty to retain copies of Work Product after such Work Product has been delivered to and accepted by Client.
  - d. **Estimates Provided by Engineer.** Engineer may provide certain estimates, including estimates of completion dates, costs, quantities of materials, and areas, to Client pursuant to this Agreement. All estimates are provided merely for the convenience of Client and are provided "as is" without representations or warranties of any kind. Client agrees not to rely on any estimates and releases Engineer from any liability arising from Client's use thereof.
  - e. **Governmental Interference.** If Engineer has provided Client with a fixed delivery or performance schedule for the work to be performed, any delay or stoppage of work caused by governmental interference or action shall result in a commensurate extension for the time of completion of that work by Engineer.
  - f. **Early Termination.** Either Engineer or Client shall have the right to terminate this Agreement at any time by notifying the other party of such intention in writing, such notice to be effective as of the close of business the day of receipt. In such event, Client agrees to pay Engineer within 10 days of termination for all work performed at Engineer's then current hourly rates not to exceed the maximum contract amount. Client shall further reimburse Engineer for all costs and expenses incurred by Engineer in performing the work.
  - g. **Cessation of Work.** If Client's actions require Engineer to any work for more than 90 days, Engineer shall have the right to terminate this Agreement and shall be entitled to all compensation as set forth in paragraph 8 above. Further, if Engineer is required to stop work for a period of 45 days or more, any fixed fee amounts under this Agreement shall be subject to a 10% increase over the original contract amount, at Engineer's discretion.
  - h. **Automatic Expiration.** This Agreement shall automatically terminate if:
    - i. Engineer does not commence the work within 45 days of the date of execution of this Agreement; or
    - ii. An executed copy of this Agreement is not returned to Engineer by Client within 30 days of Engineer's date of signing.

10. **Client's Approval and Acceptance of Work.** The work performed by Engineer shall be deemed approved and accepted by Client as and when invoiced unless Client objects within 30 days of the invoice date by written notice stating in detail the manner in which Client believes such work is incomplete or defective.
11. **Rights upon Non-Payment or Breach by Client.** If Client fails to pay Engineer as set forth in this Agreement or if Client commits any other material breach of this Agreement, Client agrees that, in addition to any other remedy available at law or in equity, Engineer shall have the right at Engineer's sole discretion to terminate this Agreement and receive compensation in accordance with Paragraph 12.
12. **Attorneys Fees.** If Engineer must collect any sums or enforce any term or provision of this Agreement, Client agrees to pay all reasonable attorneys' fees, expenses and costs incurred by Engineer. Such fees shall include all reasonable attorneys' fees incurred by Engineer in retaining an attorney to correspond with Client regarding the payment of fees due Engineer under this Agreement.
13. **Indemnification by Client.** Except to the extent that liability for loss or damage results from the sole negligence of Engineer or its employees and agents, Client agrees to indemnify, defend and hold harmless Engineer, its subsidiaries and parent corporations, and their respective directors, officers, employees, agents, and representatives, from any cost, expense, claim, damage or liability, including strict and/or statutory liability, of any nature arising from or in any way related to:
  - a. The use of any plans, surveys, drawings or other materials provided by client, any customer of Client, or any other third party;
  - b. Soil or other conditions at the project site;
  - c. Changes in plans or specifications made by Client or others;
  - d. Inaccuracy of data or information supplied by Client;
  - e. Any act of any third party in any way related to the project site or the services provided under this Agreement.
14. **Delays by Engineer Not a Breach.** Any delay or default in the performance of any obligation of Engineer under this Agreement caused directly or indirectly by labor difficulties, accidents, acts of God, shortages or unavailability of labor, materials, power or transportation through normal commercial channels, the failure of Client or Client's agents to furnish information or to approve Engineer's work promptly, late, slow or faulty performance by Client, other contractors or governmental agencies, the performance of whose work is required for the performance of Engineer's work, or any other cause beyond Engineer's reasonable control, shall not be a breach of this Agreement. The occurrence of any such event shall suspend the obligations of Engineer as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.
15. **Warranty and Disclaimer.** Engineer warrants and represents that it will perform the work in accordance with local engineering standards. EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH, ENGINEER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED,

REGARDING ANY MATTER, INCLUDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, OR RESULTS TO BE DERIVED FROM THE USE, OF ANY INFORMATION, TECHNOLOGY, SERVICES, OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT.

16. **Limited Liability.** Engineer shall not be liable to Client, customers of Client, or to any third party for any indirect, special, incidental or consequential damages under this Agreement, including but not limited to lost profits or lost business. In addition, Engineer shall not be liable under any section of this Agreement or under any contract, negligence, strict liability or other legal or equitable theory for any amounts in excess of the lesser of (i) the total fees paid to Engineer under this Agreement or (ii) the maximum limit of Engineer's errors and omissions insurance then in effect. This paragraph shall not limit liability for bodily injury of a person. Client's exclusive remedy for any breach of this Agreement shall be the cure of such breach by Engineer or the return of the fees and charges paid with respect to work related to such breach, as Engineer may elect.
17. **Lien Rights.** Client agrees that Engineer shall have a lien upon the real property constituting the project site for all unpaid sums due pursuant to this Agreement or any addendum hereto, and that Engineer is authorized to perfect a lien, enforce the lien, and foreclose the lien in the manner prescribed under [STATE OF PROJECT LOCATION] Statutes for the perfection, enforcement and foreclosure of a lien upon real property.
18. **Assignment.** Neither Client nor Engineer shall assign its interest in this Agreement without the written consent of the other, but Engineer may subcontract any portion of the work to be performed hereunder without such consent.
19. **Miscellaneous.**
  - a. This Agreement shall inure to the benefit of and be binding upon the assigns of each of the parties hereto.
  - b. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof.
  - c. One or more waivers of any term, condition or covenant by either of the parties hereto shall not be construed as a waiver of a subsequent breach of the same or any other term, condition or covenant.
  - d. This Agreement shall be governed by the laws of the State of [PROJECT LOCATION].

**ACCEPTED:**

**[ENGINEERING COMPANY]  
Representative**

**[CLIENT NAME] or  
Representative**

ENGINEERING PROPOSAL STRATEGIES, PART 3

---

(Signature)

---

(Signature)

---

(Printed name and title)

---

(Printed name and title)

---

(Date)

---

(Date)

## About the Author

Joe Alvin Haun, PE, MSE

Joe Haun is a highly experienced Civil Engineer, author, public speaker, and business advisor who have worked in the engineering profession since 1983.

Mr. Haun's early career was in the United States Air Force as an Engineer Assistant. A Desert Storm veteran he has a unique perspective of the Middle East.

Mr. Haun graduated from the University of Las Vegas, Nevada in 1994 with a BS degree in Civil Engineering and in 1995 with a MSE in Civil and Environmental Engineering.

Mr. Haun worked with several engineering firms in the Las Vegas valley until February 2005 when open his own engineering company HAUNTEC, which has grown to a designing multi-million dollar projects in Nevada and Utah and in the countries of Iraq and Costa Rica. Review his growing company's website at [www.haunteceng.com](http://www.haunteceng.com) to see the firm's latest capabilities.

Mr. Haun has published articles in engineering magazines and has given speeches on water resources, and is currently working on several articles on permeable pavements.

In 2009, Mr. Haun started Engineering Business Seminars and Publications to. His first publication is the "Engineering Business Success." He has created many self-study engineering business seminars for Professional Development Hours credits. Visit the web-site [www.engineeringbusinesspubs.com](http://www.engineeringbusinesspubs.com) to review the latest seminars and publications.

## Recommended Reading List

Engineers are constantly learning about new techniques, products and design methods. Improving your skills as a business leader is no different. Reading books is one of the best ways to improve your skills. Below is a list of books we recommend.

- *Engineering Business Success* by Joe A Haun (book)
  - *Engineering Business Plan* by Joe A Haun (seminar)
  - *Engineering Marketing Strategies* by Joe A Haun (seminar)
  - *Engineering Operations Strategies* by Joe A Haun (seminar)
  - *Engineering Financial Strategies* by Joe A Haun (seminar)
  - *Engineering Proposal Strategies* by Joe A Haun (seminar)
  - *Engineering Joint Venture Strategies* by Joe A Haun (seminar)
  - *7 Habits of Highly Effective People* by Steven Covey
  - *First Things First* by Steven Covey
  - *Awaken the Giant Within* by Anthony Robbins
  - *Unlimited Power* by Anthony Robbins
  - *The E-Myth Revisited* by Michael E. Gerber
  - *Get Clients Now* by C. J. Hayden
  - *Dress for Success* by John T. Molloy
- ❖ Please visit our web-site [www.engineeringbusinesspubs.com](http://www.engineeringbusinesspubs.com) to order Joe Haun products from our recommended book list.
- ❖ Our on-line seminars include the manual, down-loadable from the web-site [www.engineeringbusinesspubs.com](http://www.engineeringbusinesspubs.com) , and sample letters and forms. After completing the seminars the participant will receive a PDH certificate showing the number of units awarded.

## Contact Us

### Engineering Business Seminars and Publications

P.O. Box 33611  
Las Vegas, Nevada 89133-3611

[www.engineeringbusinesspubs.com](http://www.engineeringbusinesspubs.com)