



8751 W. Broward Blvd. Suite. 505

Plantation, FL 33324

Office: 954-909-0224 | Cell: 832-525-6758

Business Terms and Conditions

Nine Engineering (9ENG) is a multidisciplinary engineering firm specializing in the design, permitting, and fielding of Gas Distribution and Telecommunication systems. 9ENG provides professional engineering services with a focus on safe, efficient, and compliant infrastructure design and coordination with utility providers, municipal agencies, and field operations. These Terms and Conditions govern all professional services provided by 9ENG and are incorporated by reference into all Proposals and Agreements executed by the Client.

Nine Engineering, including its affiliates and subsidiaries, ("9ENG") agrees to provide professional services under the following terms and conditions, which are incorporated by reference into 9ENG's Proposal:

The term Client referenced herein refers to the person, persons, corporation, partnership, or organization identified in the proposal between Nine Engineering – 9ENG and said Client

1.0 SCOPE OF SERVICES

9ENG will provide a written Scope of Services describing the engineering, permitting, or fielding work to be performed. Services not expressly included are excluded. Additional or out-of-scope services may be provided under the Technical Staff Hourly Rate Schedule (Section III). Fees remain valid for 60 days from delivery of the Scope of Services, after which 9ENG may adjust rates upon mutual agreement.

- a) this Agreement is executed more than 60 days after delivery of the Scope of Services;
- b) fees are proposed on a lump sum or unit price basis;
- c) services continue 12 months after commencement; or
- d) the Client suspends services for more than 30 days.

2.0 STANDARD OF CARE

9ENG will exercise professional judgment and the degree of care and skill ordinarily practiced by reputable engineers in Gas and Telecommunication infrastructure design under similar conditions. 9ENG makes no other warranties, express or implied.



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3.0 INVOICES

9ENG will invoice monthly based on percentage completion. Invoices include professional fees, expenses, and charges. Expenses not furnished by 9ENG will be billed at cost plus 15%. Overtime services will be billed at 1.5x the current Technical Staff Hourly Rate. Invoices not disputed in writing within 14 days shall be deemed accepted.

4.0 PAYMENT

Invoices are due within **30 days**. Late balances accrue **1.5% monthly interest**. 9ENG may suspend services, withdraw permit filings, and recover collection costs and attorney fees if payment is not received.

5.0 RETAINER

A retainer may be required prior to service initiation. The retainer will be applied to unpaid invoices at 9ENG's discretion and replenished as needed to maintain project continuity.

6.0 RIGHT OF ENTRY/JOBSITE

The Client shall provide 9ENG access to sites, utilities, and records required to perform services. 9ENG will take reasonable precautions but is not responsible for site damage beyond reasonable control. 9ENG assumes no responsibility for contractor means, methods, or safety compliance.

7.0 UTILITIES

9ENG will use reasonable care to identify subsurface utilities but relies on information provided by third parties or utility locators. The Client shall indemnify 9ENG for damages caused by inaccurate or omitted utility information.

8.0 TERMINATION OR SUSPENSION OF SERVICES

Either party may terminate this Agreement with 7 days' written notice for substantial breach. 9ENG may suspend services if payments are delinquent, following written notice. Upon termination, 9ENG shall be compensated for all work performed plus reasonable termination costs.



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9.0 SUBCONSULTANTS/SUBCONTRACTORS

9ENG may engage qualified sub consultants for specialized services, including survey, SUE, or permitting support. The Client remains responsible for any directly retained third-party vendors. Expenses will be billed at cost plus 20%.

10.0 AGREED REMEDY

9ENG's liability is limited to direct damages arising from its negligence, up to six times the total compensation received under this Agreement. 9ENG shall not be liable for consequential, incidental, or punitive damages.

11.0 ASSIGNS

The Client shall not assign this Agreement without 9ENG's prior written consent. 9ENG may assign to affiliates or successors without Client consent. No third-party rights are created.

12.0 OWNERSHIP AND RESTRICTION ON REUSE OF DOCUMENTS

All drawings, models, and documents prepared by 9ENG are instruments of service and remain 9ENG's property. They may not be reused or modified without written consent. The Client releases 9ENG from claims arising from unauthorized reuse.

13.0 DELAYS

9ENG shall not be liable for delays beyond its control, including weather, regulatory actions, labor issues, or third-party delays. Schedules will be equitably adjusted in such events.

14.0 INDEMNIFICATION

The Client agrees to defend, indemnify, and hold harmless 9ENG, its officers, and employees from all claims, liabilities, and expenses arising from the project, except to the extent caused by 9ENG's sole negligence or willful misconduct.

15.0 GOVERNING LAW

This Agreement shall be governed by the laws of the state where the project is located. Venue for any dispute shall lie within that state.



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16.0 INVALID TERMS

If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

17.0 SURVIVAL

All indemnification, limitation of liability, and ownership provisions shall survive termination or completion of services.

18.0 ENTIRE AGREEMENT

This Agreement represents the full and complete understanding between the Client and 9ENG. Amendments must be in writing and executed by both parties.

19.0 CONSTRUCTION OBSERVATION SERVICES

If included, 9ENG will observe construction for general conformance with design intent but shall not control contractor operations or safety. If not included, the Client assumes all responsibility for construction supervision.

20.0 OPINIONS OF PROBABLE COST

Any cost estimates provided by 9ENG are opinions only and do not guarantee actual costs. Final construction costs are subject to market and contractor conditions.

21.0 HAZARDOUS MATERIALS

9ENG does not assume responsibility for hazardous materials unless specifically included in the Scope of Services. Work may be suspended until proper remediation is completed by the Client.

22.0 TOPOGRAPHIC MAPPING

9ENG will make reasonable efforts to ensure accuracy of topographic or GIS data when included. 9ENG is not responsible for inaccuracies caused by external or outdated information sources.



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23.0 EARTHWORK ANALYSIS

If applicable, 9ENG's responsibility is limited to correcting identified inaccuracies. Actual volumes and costs are to be verified by qualified contractors.

24.0 STORAGE OF CLIENT MATERIAL

9ENG will retain project samples and data for three months following report issuance unless otherwise agreed. Extended storage may be provided for an additional fee.

25.0 GENERAL CONSTRUCTION ADMINISTRATION

If included, 9ENG will perform General Construction Administration (GCA) services in accordance with these Terms and AIA Document A201-2017, excluding certain BIM responsibilities unless expressly approved by 9ENG.