

Scope of Services defined as follows:

Prein&Newhof shall provide the City of the Village of Douglas with General Consulting Services on a time and materials basis and by written submittal of scope, schedule, and budget on a project by project basis when requested by the City.

**ARTICLE 4 – COMPENSATION:**

- Lump Sum for Services Described in Article 3 above - \$ .  
Additional services to be billed per P&N's Standard Rate Schedule in effect on the date the additional service are performed.
- Hourly Billing Rates plus Reimbursable Expenses per P&N's Standard Rate Schedule in effect on the date services are performed.
- Other:

**ARTICLE 5 – ADDITIONAL TERMS (If any)**

NONE

This Agreement constitutes the entire Agreement between P&N and Client and supersedes all prior written or oral understandings. This Agreement may not be altered, modified or amended, except in writing properly executed by authorized representatives of P&N and Client.

**Accepted for:**

**Accepted for:**

**Prein&Newhof, Inc.**

**The City of the Village of Douglas**

By: Brian G. Vilmont, P.E. Brian G. Vilmont, P.E.  
2019.09.05 12:21:01-04'00'

By: *Rich LaBombard*

Printed Name: Brian Vilmont

Printed Name: *RICH LA BOMBARD*

Title: Project Manager

Title: *CITY MANAGER*

Date: September 5, 2019

Date: *9-5-19*

## Professional Services Agreement

This Professional Services Agreement is made this 5<sup>th</sup> day of September, 2019 (“Agreement”) by and between Prein & Newhof, Inc. (“P&N”), of 697 Ottawa Beach Road, Holland, MI 49424, and The City of the Village of Douglas (“Client”), of 86 W. Center Street, Douglas, MI 49406.

WHEREAS Client intends to:

Utilize Prein&Newhof for General Consulting Services and on a project by project basis for specific projects.

NOW THEREFORE, for and in consideration of the terms and conditions contained herein, the parties agree as follows:

### ARTICLE 1 – DESIGNATED REPRESENTATIVES

Client and P&N each designate the following individuals as their representatives with respect to the Project.

For Client

For P&N

Name: Mr. Richard LaBombard  
Title: City Manager  
Phone Number: (269)857-1438  
Facsimile Number: (269)857-4751  
E-Mail Address: rlabombard@ci.douglas.mi.us

Name: Mr. Brian Vilmont  
Title: Team Leader  
Phone Number: (616)364-8491  
Facsimile Number: (616)364-6955  
E-Mail Address: bvilmont@preinnewhof.com

### ARTICLE 2 – GENERAL CONDITIONS

This Agreement consists of this Professional Services Agreement and the following documents which by this reference are incorporated into and made a part of this Agreement.

- P&N Standard Terms and Conditions for Professional Services
- P&N Proposal dated,
- P&N Standard Rate Schedule
- P&N Supplemental Terms and Conditions
- Other:

### ARTICLE 3 – ENGINEERING SERVICES PROVIDED UNDER THIS AGREEMENT:

Client hereby requests, and P&N hereby agrees to provide, the following services:

- P&N Scope of Services per Proposal dated,