



*Proposal for Engineering Services
City of San Luis
Price Center - Roof Replacement Project Construction Administration*

Prepared by: James Davey and Associates, Inc.

December 11, 2017

Item	Description	Principal Engineer	Direct Costs	Comments
<u><i>Price Center Roof Replacement</i></u>				
1	Project Management	4		JDA to advertise and attend pre-bid meeting and bid opening.
2	Bidding Assistance	8	\$4,500	Sternco to attend meetings, respond to RFI's and prepare addenda. See Sternco proposal.
3	Construction Inspection and Administration	8	\$14,500	JDA to attend preconstruction meeting and to process pay estimates. Sternco to attend preconstruction meeting, review submittals, respond to RFI's and perform up to 5 inspections. See Sternco proposal.
4	Project Closeout - Prepare Record Drawings	8	\$800	Rob Campbell to review structural submittals, respond to RFI's and conduct site inspection. See RCSE proposal. JDA to assist with final payments and project closeout paperwork. Sternco to attend final walk through inspection, prepare punch lists, and prepare record drawings based on contractor supplied redlined plans. See Sternco proposal.
Total Estimated Hours		28	\$19,800	
Hourly Rates		\$140	x 1.05	
Subtotals		\$3,920	\$20,790	
TOTAL FEE ESTIMATE			\$24,710	



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 Yuma, Arizona 85364
 Phone: (928) 782-3601
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An Agreement for the Provision Of Limited Engineering Services

CLIENT: James Davey and Associates, Inc.
 ADDRESS: 1025 W 24th Street, Ste 2
 Yuma, AZ 85364

ATTN: Jim Davey
 PHONE: 928-782-7926
 EMAIL: jdavey@jdacivil.com

DATE: 12/07/17
 QUOTE #: Q2017-11-008
 PROJECT NAME/LOCATION: Price Center Roof CA Services / San Luis, AZ

SCOPE/INTENT AND EXTENT OF SERVICES: Construction Administration/Construction Review services for Sternco Job no. 3478. Scope per email received 11/16/17 and understood as follows:

- Bidding, Award, Change Orders, Payments – coordinate with JDA
- Bidding Assistance
 - Attend pre-bid meeting and bid opening meetings: (2) total
 - Respond to RFIs and prepare addenda as needed
- Construction Review
 - Attend Pre-construction Meeting
 - Review submittals
 - Respond to RFIs
 - Inspect the work in progress at the following intervals: (5) max
 - During removal of existing roofing
 - At completion of removals/prior to installation of new roofing
 - During installation of new roofing
 - At completion of new roofing installation
- Project Closeout
 - Attend final walk-thru
 - Prepare Record Drawings Mylar plans based on contractor redlines, Printing by JDA

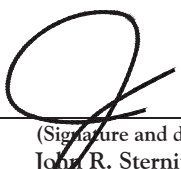
FEE ARRANGEMENT:	Bidding Effort	\$ 4,500
	<u>Construction Review, Project Closeout</u>	<u>\$ 14,500</u>
	Total Fees	\$ 19,000

RETAINER AMOUNT: Ø

SPECIAL CONDITIONS: This quote is project and scope specific. Any changes to the project scope will require a revision to this quote and/or a change order. Documents will be delivered via email in pdf format. Included services are indicated in the scope above and checkboxes below. Unless indicated as described, all other services are excluded from this fee agreement. The pricing provide above is valid for 30 days.

- | | | |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> Reproductions provided as a reimbursable cost | <input checked="" type="checkbox"/> Travel – site visits to projects outside of Yuma | <input checked="" type="checkbox"/> Site Inspections or Observations |
| <input type="checkbox"/> Plan check responses | <input type="checkbox"/> Photometric Calcs – see scope | <input type="checkbox"/> Special Inspections |
| <input type="checkbox"/> Permit processing/management through AHJ | <input type="checkbox"/> Pre-development Meeting with AHJ | <input checked="" type="checkbox"/> Answers to RFI's |
| <input type="checkbox"/> Complete PM of sub-consultants | <input checked="" type="checkbox"/> As-Builts (CAD work) | <input checked="" type="checkbox"/> Submittal Review – (1) re-submittal only. Additional reviews will be billed hourly. |
| <input type="checkbox"/> Power Co. Coord. | <input type="checkbox"/> Dry Utilities Co. Coord. | <input type="checkbox"/> Wet Utilities Co. Coord./UME |

THE TERMS AND CONDITIONS ON THE LAST PAGE ARE PART OF THIS AGREEMENT. THE SIGNATURE BELOW CONSTITUTES STERNCO'S INTENTION TO PROVIDE SERVICES AS STATED IN THIS AGREEMENT. ANY NOTES OR MODIFICAITONS TO THIS AGREEMENT MUST BE INITALED BY THE AUTHOR.

Offered by:  12/07/17

 (Signature and date)
 John R. Sternitzke, P.E.

 (Printed name and title)

Accepted by: _____

 (Signature and date)

 (Printed name and title)

TERMS AND CONDITIONS

Sternco Engineers, Inc. shall perform only the services outlined in this agreement for the quoted fee and arrangement.

Access To Site: Sternco Engineers, Inc. shall have full access to the site/project for such inspections, testing, site review, or any other activities deemed appropriate by Sternco Engineers, Inc. for the performance of its services. Although Sternco Engineers, Inc will take precautions to minimize damage to the site/project, Sternco Engineers, Inc. shall not be responsible for any damage to the site/project related to Sternco Engineers, Inc. services.

Fee: The quoted fee, unless stated as a fixed fee is only a professional estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is based on an hourly basis, the rates shall be as follows:

Principal: \$150.00/hr	Senior Engineer: \$90.00/hr	Project Engineer: \$70.00/hr	Designer 1: \$80.00/hr
Designer 2: \$55.00/hr	CAD Drafting: \$55.00/hr	Admin/Clerical: \$35.00/hr	

Billings/Payments: Invoices for Sternco Engineers, Inc. services shall be submitted, at Sternco Engineers, Inc. option, upon completion of such services, or on a monthly basis. Invoices shall be paid in full no later than 30 days after the invoice date. If the invoice is not paid in full within 30 days, Sternco Engineers, Inc may, without waiving any claim or right against the client, and without liability whatsoever to the client, terminate this agreement. Retainers shall be credited on the final invoice. Standard Invoice shall prevail Details of billings are generally not provided and if requested, shall be done prior to engagement, and included as a part of this agreement.

Late Payments: Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (18% per annum) on the unpaid balance, at the sole election of Sternco Engineers, Inc. In the event any portion of an account remains unpaid 60 days after the invoice date, the client shall pay all costs of collection, including Sternco Engineers, Inc. reasonable attorney's fees.

Indemnification: The client shall defend, indemnify and save and hold harmless Sternco Engineers, Inc., its personnel and agents from and against any and all claims, lawsuits, damages, losses and expenses (including reasonable attorney's fees) arising out of, or resulting from, the performance of the services, if such claim, lawsuit, damage, loss or expense is alleged to be caused in whole, or in part, by the actions or conduct of the client, its agents (except Sternco Engineers, Inc.) or anyone for whose acts client or its agents may be liable.

Risk Allocations: In recognition of the relative risks, rewards and benefits of the project to both the client and Sternco Engineers, Inc., the risks have been allocated such that the client agrees that to the fullest extent permitted by the law, Sternco Engineers, Inc. total liability to the client for any and all injuries, claims, losses, expense, damages or claim expenses whatsoever arising out of this agreement from any cause or causes whatsoever, shall not exceed two times Sternco Engineers, Inc. actual fee or \$50,000, whichever sum is less. Such causes include, but are not limited to, Sternco Engineers, Inc. negligence, errors, omissions, strict liability, breach of contract, or breach of any warranty.

Termination of Services: This agreement may be terminated by the client or Sternco Engineers, Inc. should the other fail to timely perform its obligations hereunder. Prior to termination of this agreement, the non-breaching party shall provide 5 days advance written notice to the breaching party specifying the breach and that the agreement shall terminate if the breach is not completely corrected within 5 days. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, all reimbursable expenses and reimbursable termination expenses.

Ownership of Documents: All documents produced or reviewed and sealed by Sternco Engineers, Inc. under this agreement shall remain the property of Sternco Engineers, Inc. and may not be used by the client for any other project or for any other purpose without the prior written consent of Sternco Engineers, Inc.

Responsibility for Design: It is neither practical nor customary for Sternco Engineers, Inc. to include all construction details in plans and specifications. Typically Sternco Engineers, Inc. or an individual who is under the direct supervision of Sternco Engineers, Inc. may be required for construction review. Construction review by Sternco Engineers, Inc. permits Sternco Engineers, Inc. to identify and correct problems at low cost. Construction review is generally considered an essential element of a complete design professional service. If Sternco Engineers, Inc. is not directed to provide construction review, the client agrees Sternco Engineers, Inc. shall not be held responsible for any design problems or omissions or any loss or damages resulting there from.

Productivity Clause: For the purpose of this agreement, it is understood client shall deliver to Sternco Engineers, Inc. complete base sheets, floor plans, architectural, details, reflected ceiling plans, wall sections, building sections, related documents and any other documents requested by Sternco Engineers, Inc. Sternco Engineers, Inc. quoted fee is based upon productive use of time as quoted. If changes in the architectural program should occur, in addition to the quoted fee, Sternco Engineers, Inc. shall invoice the client hourly, per the rate schedule for those extra costs.

Applicable Laws: This agreement shall be governed by the laws of the State of Arizona and any action to enforce or interpret this agreement shall be commenced and completed in Yuma County, Arizona and not elsewhere. Each party specifically submits to the jurisdiction and venue in Yuma County, Arizona.

Entire Agreement: This agreement represents the entire agreement between Sternco Engineers, Inc. and client and may not be altered, modified or changed except by a written document dated and signed by both Sternco Engineers, Inc. and client.



Campbell STRUCTURAL

Robert L. Campbell Structural Engineer, P.C.

200 E. 16th Street, Suite 100
Yuma, Arizona 85364
Phone: (928) 726-2646
Fax: (928) 726-2629

Robert L. Campbell, P.E., S.E.
Consulting Structural Engineer

e-mail: rob@campbellstructural.com

Client: James Davey and Associates, Inc.

Date: November 16, 2017

Project Name/Location: San Luis Price Center Construction Phase Services

Scope / Intent and Extent of Services:

The following scope of services is for the San Luis Price Center Roofing Replacement project, structural drawings sealed 1/23/2017:

1. Review structural submittals.
2. Respond to contractor structural RFI's
3. One site visit during construction for the purposes of structural observation.

Fee Arrangement:

Our fee for the scope of services will be \$800.00 (Eight Hundred Dollars).

THE TERMS AND CONDITIONS ON PAGE 2 OF THIS FORM ARE A PART OF THIS AGREEMENT.

Offered by:

Accepted by:

 11/16/2017

 Signature/Date

 Signature/Date

Robert L. Campbell, P.E., S.E.

 Printed Name/Title

 Printed Name/Title

 Name of Company

TERMS AND CONDITIONS

Robert L. Campbell Structural Engineer, P.C., hereafter referred to as RCSE, shall perform the services outlined in this agreement for the stated fee arrangement.

Access To Site: Unless otherwise stated, RCSE will have access to the site for activities necessary for the performance of the services. RCSE will take precautions to minimize damage due to these activities, but have not included in the fee the cost of restoration of any resulting damage.

Fee: The total fee, unless stated as a fixed fee, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be as follows:

Principal Engineer: \$160.00/hr	Project Engineer (Reg. P.E.): \$100.00/hr		
Design Engineer: \$ 80.00/hr	CAD Drafting: \$70.00/hr	Special Inspector: \$70.00/hr	

Billings/Payments: Invoices for the services of RCSE shall be submitted, at RCSE's option, either upon the completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, RCSE may, without waving any claim or right against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments: Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of RCSE. In the event any portion or all of an account remains unpaid 90 days after the billing, the client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The client shall indemnify and hold harmless RCSE and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except RCSE), or anyone for whose acts any of them may be liable.

Risk Allocation: In recognition of the relative risks, rewards, and benefits of the project to both the client and RCSE, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, RCSE's total liability to the client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or \$50,000, whichever is less. Such causes include, but are not limited to, RCSE's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

Termination of Services: This agreement may be terminated by the client or RCSE should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay the firm for all services rendered to the date of the termination, all reimbursable expenses, and reimbursable termination expenses

Ownership of Documents: All documents produced or reviewed and sealed by RCSE under this agreement shall remain the property of RCSE and may not be used by the client for any other endeavor without the written consent of RCSE.

Responsibility for Design: It is agreed that it is neither practical nor customary for RCSE to include all construction details in plans and specifications, creating a need for interpretation in the field by RCSE or an individual who is under the direct supervision of RCSE. It is also understood that construction review permits RCSE to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Accordingly, if you direct RCSE to not provide construction review, RCSE will not be responsible for any of RCSE's acts, errors or omissions, except for those consequences which, it reasonably could be concluded, RCSE's review services would not have prevented or mitigated.

Applicable Laws: Unless otherwise specified, this agreement shall be governed by the laws of the State of Arizona