

January 29, 2019

City of San Luis

Public Works Department
1090 E. Union St.
San Luis, Az. 85349

Attn.: Manuel Rojas, CPM
Asst. Public Works Director

Re: Agreement for Professional Consulting Design Services for Complete Set of Plans for New 40' x 75' x 12' Eave Ht. Pre-Manufactured Pre-Engineered Metal Building for City of San Luis West WWTP with approximately 1,000 Sf. for Conference/Break Room, Restrooms, Janitors Closet & ITT Office & 2,00 Sf. for Parts and equipment Storage to be Located at APN 226-11-002 in San Luis, AZ. 85349

Vega & Vega Engineering, P.L.C. is pleased to present this agreement for Professional Consulting Services.

This agreement is entered into by and between Vega & Vega Engineering, P.L.C, hereafter "Consultant" and City of San Luis hereafter "Client". The undersigned do hereby covenant, contract and agree as follows:

1.- Scope of Services: Consultant is hereby engaged to perform Professional Consulting Design Services for Complete Set of Plans for New 40' x 75' x 12' Eave Ht. Pre-Manufactured Pre-Engineered Metal Building for City of San Luis West WWTP with approximately 1,000 Sf. for Conference/Break Room, Restrooms, Janitors Closet & ITT Office & 2,00 Sf. for Parts and equipment Storage to be Located at APN 226-11-002 in San Luis, AZ. 85349

Work will include complete Design to include Geotechnical Soils Report, Architectural, Civil, Foundation for Pre-manufactured Pre-Engineered Metal Building, Plumbing, Mechanical, Fire Sprinkler Design, Electrical, and Fire Alarm, for a complete set of drawings for City of San Luis Development Services Review and approval.

Design based on preliminary design approved by Public Works Department – Wastewater Division

2. - Consulting Fee: Client agrees to pay unto Consultant as follows:

Fixed Fee of \$25,500.00 (Twenty-Five Thousand and Five Hundred Dollars and 00/100)

Payment shall be payable as follows: Full amount due upon completing and delivering of project.

3. - Limited Services: Consultant will assist client in accordance to scope of services. Services not included in the scope of services may be performed by consultant at the request of Client on a time and material basis or an agreed upon fixed fee.

- 4. - Term:** In the event of an early termination of this agreement by Client, no refund of the retainer paid will be due or if no retainer was required upon signing of this agreement the fee to which Consultant is entitled shall be equal to the amount of the time spent in rendering the services on a time and material basis.
- 5. -** In the event that it becomes necessary to enforce any of the terms of this agreement the defaulting party agrees to pay all reasonable attorney fees incurred therein.
- 6. -** This agreement shall be construed according to the law of the State of Arizona
- 7. -** This Agreement may only be modified in writing and contains the entire terms of the agreement between the parties.

If you concur with terms and condition of this agreement, please sign and return a copy to us. We look forward to working with you on the proposed project.

Witness the signature of the parties on this 29th day of January 2019.

Consultant:

Vega & Vega Engineering, P.L.C.



Vianey R. Vega, P.E.

Client:

City of San Luis

Public Works Department

Manuel Rojas, CPM
Asst. Public Works Director