
PROPOSAL/CONTRACT FOR PROFESSIONAL SERVICES

Mr. Jose A. Guzman, Director of Planning & Zoning
City of San Luis
1090 East Union Street
San Luis, Arizona 85349

Edais Engineering, Inc. is pleased to present this proposal /Contract for Professional Architectural and Engineering Services. This agreement, if agreed upon by both parties, shall be entered into force as of this 4th day of March 2021, between **Edais Engineering, Inc.**, herein "Consultant" and the **City of San Luis**, herein "Owner". This agreement must be signed and dated by both parties within thirty (30) days of the above date to be valid. This contract has a time limitation of one year and subject to renewal. No conditions or representation altering, detracting from or adding to the terms hereof shall be valid unless presented in writing and signed by both parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties.

Article 1 – Scope of Work of this Agreement

1.1 Service - The purpose of this proposal /Contract is to provide Architectural and Engineering Services for the Building expansion as depicted in the sketch made available to us by the City of San Luis.

Our Design Services will include:

- **Architectural and Engineering Design:** The design of the building to meet the requirements of the Attached concept floor plan supplied by the City of San Luis. This design will include complete Architectural, Civil, Structural, Electrical, Mechanical, Plumbing, Fire Protection, Fire Alarm and Landscaping. The design will meet the City of San Luis latest adopted codes.
- **Meetings, Plan Submittals and Approval:** The consultant will meet with the City of San Luis staff and City building staff to both discuss the project requirements and obtain the required approvals and building permit to construct the project.

1.2 Exclusions – Edais Engineering is not responsible for the following items unless otherwise stated in writing:

- Fees required by the City or any other agency including, but not limited to building permit fees, plan review fees, encroachment fees, variance fees, title report fees, fees from the City or any other fees.
- The preparation of legal documents or any similar documents that may be required for this project.
- The preparation of Environmental Impact Statements or similar environmental documents and;
- Construction management, supervision, and inspection.
- Blueprints, Xerox copies reproducible Mylar copies, delivery and postage;
- All other charges or expenses shall be invoiced by Consultant to Client at cost, plus twenty percent (20%) for handling.

1.3 Completion - Consultant's services are considered complete upon completion of all items described in Section 1.1.

Article 2 – Compensation of Consultant

2.1 Contract Amount - Edais Engineering, Inc. agrees to complete the above scope of work for **Twenty-Four Thousand U.S. Dollars (\$24,000.00)**.

2.2 Retainer – No retainer required.

Billing Process – Billing will be progressive monthly for work done during the month.

2.3 Additional Services – A Letter of Memorandum will be issued for any additional work required for your project. If an additional contract amount is not listed, it will be billed on a time and material basis. Please see the attached “Rate Schedule” for details. In the event of a change of rule, regulation or policy, by any governmental agency or agencies after the date of this Agreement, which change alters the plans, specifications and/or field work to be prepared or performed hereunder, any additional office or field work required as a result of such change shall be deemed additional services to be paid by Client and will be invoiced and paid according to the terms of this agreement.

2.4 Payment Schedule - Invoices issued as described in Section 2.3 are due and payable upon receipt and are delinquent ten days after the invoice date unless otherwise stated on the invoice. It is the responsibility of the Client to promptly review and notify Consultant of any objections, in writing, within ten days of the date of the invoice. Absent such objection, the invoice and services covered thereby shall be deemed proper and acceptable.

2.5 Returned checks – In accordance with company policy, a thirty-dollar insufficient funds fee will be charged to the Client’s account for any returned check and Consultant will only accept cash, cashier’s check, or EFT following a returned check. In accordance with A.R.S. 12-671, any person who, for himself or for another, submits a check for payment of services with knowledge that there are insufficient funds to draw upon, is not only subject to civil action, but is liable to the holder of the check for twice the amount of the check or fifty dollars, whichever is greater.

2.6 Termination of Services - If an invoice remains delinquent for a period of fifteen days, Consultant may, at its discretion, terminate this Agreement by giving written notice of its termination to the Client. Termination shall take effect on the date of the notice of termination. In the event of termination under the provisions of this paragraph, Consultant shall be entitled to payment for all services rendered, any costs incurred until and including the date of termination, and reimbursement of all expenses attributable to said termination. Should the

project be terminated as described herein, a new contract must be drafted and signed by both parties prior to the recommencement of the project in addition the receipt of any pending dues in relation to this contract.

Article 3 – Liability/Indemnity

3.1 Limited Liability - Consultant’s responsibility in performing this contract is limited solely to the scope of work set forth in this Agreement.

3.2 Authority to Contract - Client warrants that it has authority to contract for the services to be rendered any to the Site under this Agreement. Client agrees to indemnify and defend Consultant against claim arising out of Client’s lack of authorization to contract for improvements or services to the Site.

Article 4 – Claims by Client or designated 3rd party

- 4.1 Definition – A claim is a demand by Client, Client’s Agent, or by a designated 3rd party for adjustment to this Agreement for additional compensation or other favorable adjustment for services rendered that was not requested by Client, Client’s Agent or a designated 3rd party. A mutually acceptable conclusion to a claim shall be documented by a Letter of Memorandum as provided herein.
- 4.2 Written Notice – Client may make certain claims to Edais Engineering as provided herein but in all cases such claims shall be made in writing.

Article 5 – Dispute Resolution

- 5.1 Definition – The definition of a dispute is when a claim by either party remains unresolved after completion of the change order and/or claims process discussed above.
- 5.2 Intent –The parties shall resolve all disputes as quickly and efficiently as possible to avoid undue expenses to both parties. All disputes shall be resolved by the following process:
- 5.3 Step 1 – Written Request for Settlement Discussions – To initiate the dispute resolution process, either party may send a written notice to the authorized representative of the other party requesting that two dispute settlement meetings be scheduled. The first one within 14 to 21 days, and the second shall be within 10 days of the first meeting. The parties shall cooperate in scheduling both meetings.
- 5.4 Step 2 – First Meeting – Project Team Resolution Meeting – The first formal dispute resolution meeting shall be held at Edais Engineering’s local office and attended by the all applicable personnel for both parties as well as project management personnel for both parties to discuss and attempt to resolve the dispute.
- 5.5 Step 3 – Second Meeting – Principals – If the first meeting does not produce a settlement or a course of action to resolve the dispute, then a second meeting shall be held with the principals or executive in charge of each party in attendance. Both parties shall attempt to reach an acceptable solution to the dispute.
- 5.6 Step 4 – Binding Alternative Dispute Resolution – If the parties cannot agree after these meetings on a resolution or a course of action to resolve the dispute, then the parties may agree to any form of alternative dispute resolution (ADR) to attempt to resolve the issue. Neither party shall be bound to submit to ADR but if both parties agree to submit the dispute to ADR, then both parties shall be bound to the outcome and decision made by the ADR process. Such ADR shall be conducted in the place where the project is located and judgment upon the award rendered in ADR may be entered in any court having proper jurisdiction thereof, with venue in the place where the Project is located.
- 5.7 Step 5 – Litigation – If the parties cannot agree on a resolution and if either party does not agree to submit the dispute to Binding ADR, then the dispute may be submitted to the Civil Courts for litigation in any court having proper jurisdiction thereof, with venue in the place where the Project is located.


Article 6 – Miscellaneous/General Conditions

- 6.1 Client agrees to cooperate in any and every way or manner with Consultant, in regard to the services to be performed by the consultant. All sketches, drawings, tracings, computations,

survey notes, and other paperwork presented by Consultant shall remain the property of Consultant.

- 6.2 All agreements on Consultant's part are contingent upon and subject to the fact that Consultant shall not be responsible for damage or be in default or deemed to be in default by reason of delays in performance due to strikes, lockouts, accidents, acts of God, shortages of materials, unavailability of labor at the established area wage rates, delays caused by failure of Client, or Client's agents, to furnish information or to approve or disapprove work promptly, or due to late, slow, or faulty performance of Client, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with performance of Consultant's services hereunder and other unavoidable delays or causes of delay. In the event the project is subject to any of the above conditions, the project completion date will be extended accordingly.
- 6.3 Pre-liens – Prior to the commencement of work Client acknowledges that the Consultant requires that the attached job information sheet be filled out as completely as possible so that a twenty-day preliminary lien ("pre-lien") may be sent to all involved parties in accordance with A.R.S 33-992.01 and 33-922.02. Please note that a pre-lien is **not** a lien and is not a reflection on the integrity of any person, contractor, or subcontractor. This Agreement shall be interpreted and governed in accordance with the laws of the State of Arizona.
- 6.4 In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions hereof shall not be affected, and this Agreement shall be construed and enforced as if it did not contain the particular term or provision held invalid or unenforceable.
- 6.5 Authority to Bind – By any performance hereunder, Client verifies that the individual signing this Agreement is duly authorized by the corporate bylaw, partnership agreement, or if signed on behalf of a private party that consists of more than the signer, has been given power of attorney or by other legal process permission to bind Client to the obligations contemplated under this Agreement and Client shall be so bound.

By signing below, you are authorizing Edais Engineering, Inc. to commence work on the above stated project based on the scope of work enumerated in this agreement.

Consultant:	Edais Engineering, Inc.	Client:	_____
Authorized Signature:		Authorized Signature:	_____
Name & Title:	Najeh K. Edais, President	Title:	_____
Date:	March 4, 2021	Date:	_____

**RATE SCHEDULE FOR
ARCHITECTURE & ENGINEERING SERVICES
2020**

PRINCIPAL	\$150.00/HR
PROJECT MANAGER	\$140.00/HR
ENGINEER	\$120.00/HR
ARCHITECT	\$120.00/HR
LAND SURVEYOR	\$120.00/HR
JUNIOR ENGINEER/ARCHITECT	\$110.00/HR
SURVEY OFFICE CALCULATIONS	\$110.00/HR
SURVEY CREW & EQUIPMENT	\$160.00/HR
PLAN REVIEW	75% OF PLAN CHECK FEE
WATER OPERATOR	\$75.00/HR
SEWER OPERATOR	\$75.00/HR
SPECIAL PROFESSIONAL INSPECTION & REPORT	\$95.00/HR
BUILDING INSPECTION	\$85.00/HR
CAD/TECH DRAFTING	\$85.00/HR
WORD PROCESSING	\$35.00/HR
PRINTING AND BLUEPRINTING	\$0.33/SQ.FT
MYLAR REPRODUCIBLE COPIES	\$2.50/SQ.FT
LONG DISTANCE TELEPHONE/FAX/POSTAGE	ACTUAL COST
MILEAGE	\$0.65/MILE
MAILING AND POSTAGE	ACTUAL COST