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# An Agreement for the Provision Of Limited Engineering Services

CLIENT: City of San Luis Public Works  
 ADDRESS: 1090 E Union Street | PO Box 3750  
 San Luis, AZ 85349

ATTN: Jorge Perez  
 PHONE: 928-341-8577x2044  
 EMAIL: jperez@sanluisaz.gov

DATE: ~~04/14/25~~ 06/04/25  
 QUOTE #: Q2025-04-008rev1  
 PROJECT NAME/LOCATION: Price Center Separate Utilities / San Luis, AZ

SCOPE/INTENT AND EXTENT OF SERVICES: Additional Services to Sternco job no. 4208/Q2025-01-009 for additional Electrical Engineering as discussed via meeting 04/08/25, 05/13/25, and call 05/21/25 .

- Coordinate with the electrical utility service Arizona Public Service (APS) and request the past 12-month peak electric high phase kW meter reading for the San Luis Price Building. Upon receiving the meter reading for the property determine if the existing metered site electrical service can accommodate the anticipated electrical load for the south side of the building currently vacant. Report these findings and opinion to the owner.
- Conduct a field observation and inspection of the vacant South side of the San Luis Price building existing lighting system to evaluate and determine where the lighting system is powered and controlled from.
- Addition of "stumble" lighting. Coordination w/ APS to add meter to existing SE corner location.
- Investigation into the existing duct work penetrating the central rated wall, utilize existing drawings/perform site visit if required. If ducts to remain fire dampers will be required.
- Provide required ventilation to storage area and power to required added fans; confirm elec will have enough power for added ventilation fans

Excludes any other work.


FEE ARRANGEMENT: Electrical Engineering \$ 7,000  
 All Services after Design \$ TBD, as per Q2025-01-009

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 – per scope | <input 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 type="checkbox"/> Answers to RFI's  |
| <input type="checkbox"/> Complete PM of sub-consultants   | <input type="checkbox"/> As-Builts (CAD work)  | <input 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  |
| <input type="checkbox"/> Traditional CR Services defined as (1) submittal review per each MPFE spec division (4) total, and (5) SORs at UG, In-wall, Above-ceiling, Final, Warranty | <input type="checkbox"/> Modified CR Services – see scope  |  |

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 MODIFICATIONS TO THIS AGREEMENT MUST BE INITIALED BY THE AUTHOR.

Offered by:   
 (Signature)  
 John B. Sternitzke, PE, FPE, CxA  
 (Printed name and title)

Accepted by: \_\_\_\_\_  
 (Signature and date)  
 Jorge Perez - Assistant Director of Public Works  
 (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 Engineer: \$250.00/hr	PE HVAC/Plumbing: \$175.00/hr	Engineering Tech: \$75.00/hr	CxA Engineer: \$100.00/hr
Principal Architect: \$200.00/hr	PE Fire Protection: \$200.00/hr	Architectural Tech: \$75.00/hr	CxA PM: \$95.00/hr
Project Engineer: \$100.00/hr	PE Electrical: \$175.00/hr	Admin: \$45.00/hr	CxA Tech: \$75.00/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; Collection Costs:** Accounts unpaid 30 days after the invoice date shall be subject to a monthly service charge of 1.5% (18% per annum) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the invoice date, and the account is turned over to a collection agency, client shall pay an additional sum equal to 40% of the account balance to cover Sternco Engineers, Inc.'s, collection costs. If the account is turned over to an attorney for collection, the client shall pay all costs of collection, including Sternco Engineers, Inc.'s 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.