



202 S. 1st Ave., Suite 205
 Yuma, Arizona 85364
 Phone: (928) 782-3601
 Fax: (928) 782-1088
 www.sterncoengineers.com

An Agreement for the Provision Of Limited Engineering Services

CLIENT: Crane Elem. School District
 ADDRESS: 4250 W 16th Street
 Yuma, AZ 85364

ATTN: Ozzie Hernandez / Dale Ponder
 PHONE: 928-287-5039 / 928-373-3405
 EMAIL: ohernandez@craneschools.org /
 dponder@craneschools.org

DATE: 09/11/18
 QUOTE #: Q2018-08-012
 PROJECT NAME/LOCATION: Chiller and Tower Replacements / Valley Horizon /Yuma, AZ

SCOPE/INTENT AND EXTENT OF SERVICES: Mechanical and Electrical Engineering for replacement of existing chiller and cooling towers at Valley Horizon School. Perform field visit/site work as required, provide drawings; including control points drawing, for permit. Structural Engineering will be provided as a consultant to Sternco. Excludes any other work greater than 5'-0" out. Excludes civil.


FEE ARRANGEMENT:	City of Yuma Pre-Development Meeting	\$ no cost
	SD Package w/Sign-off	\$ 500
	Structural	\$ 1,500
	Mechanical HVAC & Piping	\$ 2,100
	IECC Code Compliance – Mechanical/Plumbing	\$ 750
	Plumbing	\$ 250
	Electrical	\$ 700
	IECC Code Compliance – Electrical	n/a
	Fire Alarm	n/a
	Fire Sprinkler	n/a
	Design Fees Total, includes RFI responses	\$ 5,800
	AHJ Permit Submission	\$ TBD
	Construction Review:	
	Submittal Review: (1) per discipline M, P, E	
	Site Inspections/Observations	

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 type="checkbox"/> Travel – site visits to projects outside of Yuma | <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 checked="" type="checkbox"/> Answers to RFI's |
| <input checked="" type="checkbox"/> Complete PM of sub-consultants | <input type="checkbox"/> As-Built (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 |

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:  09/11/18

 (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.