



November 16, 2015

Gila County
1400 E. Ash
Globe, AZ 85501

Attention: Shannon Coons
(928) 402-8521 / scoons@gilacountyaz.gov

RE: Modular Building Design Services Proposal
Modular Building Foundation, including 100# floor load upgrades
Gila County 24 Plex Modular Building

This letter will serve as a proposal and agreement to provide architectural services that you have requested for the above referenced project.

SCOPE OF PROJECT:

(8) hours design work foundation engineering for state plan review & approval

Include PE stamp on plans and indicate new 100# floor load areas to be upgraded from current foundation design and layout and materials required.

Include state plan review fees in this scope of work

No inspections are included in this scope at this time

ADDITIONAL SERVICES:

Additional services including but not limited to the following are not provided under the terms of this agreement, however, will be provided at your request or concurrence.

1. Changes to the approved concepts or plans requiring re-drawing the design or plans.
2. Any services not included in or in excess of the Project Scope.

PROFESSIONAL SERVICES:

(8) hours, drafting, copies, review, supervision & PE stamp \$1,500.00
To be submitted to the state with the building recertification package. This submittal will also include the site utility connection plans provided by the county. Those plans are not the responsibility of MSLTD, we are including them as a courtesy and as required by the State.

Total fee schedule \$1,500.00

HOURLY SERVICES:

Senior Project Architect	\$125.00/hour
CAD Technician	\$80.00/hour

REIMBURSABLE EXPENSES:

Copies requested by the Owner above required submittal packages: Cost plus 15%

LIMITATION OF LIBILITY:

Neither the Architect, or their agents, consultants nor employees shall be jointly or individual liable to the Owner in an amount in excess of the compensation under this agreement. Since this agreement does not include construction administration or observation services, the Owner will be solely responsible for interpreting the construction documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions and hold the Architect harmless of claims resulting in Owner's interpretations and observations. In the event of litigation between the parties to interpret or enforce the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, and all other related costs and expenses, in addition to all other relief awarded which may be summarily set by the judge of the court without jury trial.

PAY TERMS:

\$1,500.00 will be added to the reconstruction package and invoiced with the final payment, upon receipt of state approved plans.

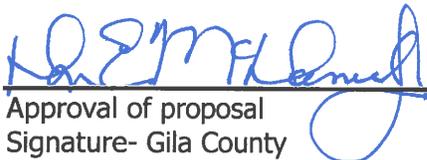
Invoices are due upon receipt and shall be paid within 15 calendar days.

The Client agrees to pay finance charge of 1.5% per month at the annual percentage rate of 18% on delinquent invoices, as well as expense, attorney fees, and court costs incurred by reason of the Owner's default.

We appreciate the opportunity to provide this proposal and assist you in making your project successful. If this proposal is acceptable to you, please approve by executing this document and return one copy and the retainer to my office. Thank you

Respectfully,

John S. Cooper
Senior Project Architect
Modular Solutions, Ltd

 Don E. McDaniel, Jr. 11/18/15
Approval of proposal
Signature- Gila County Print Name Date