

22 January 2021

Proposal for Architectural and Engineering Services – **Additional Service**

The following is a Proposal for the performance of Architectural and Engineering Services. Upon acceptance of this Proposal by the Owner, work shall commence.

Client

Mountain View Whisman School District
1400 Montecito Ave.
Mountain View, CA 94043

Project

Vargas Elementary School
Parking Cover
220 N. Whisman Rd.
Mountain View, CA 94043

Intentions and Considerations

- The District would like to install a steel shade or carport structure in the Vargas Elementary School parking lot.
- The project would include structure placement, LED lighting, and associated site work and landscaping.
- **The original intent was to install a new carport structure based on a DSA pre-checked (PC) design.**
- **It has since been determined that there is not a PC design currently available that will meet the design requirements, based on the location of existing mature trees that will remain.**
 - Available PC designs include a roof cantilever on both sides of the structural columns.
 - Due to proximity of the existing line of trees, the cantilever would extend into the trunk line of the trees.
 - Moving the carport forward into the parking area, with columns adjacent to parked cars, is not an acceptable solution for the District.
- Therefore the current plan is to install a carport structure that is similar to the PC designs that are available, with a full cantilever to the parking side of the tree line – thus avoiding a conflict with the tree trunks.
- The **Additional Service** is for the following:
 - **Structural Engineering** – design of a custom structure by Duquette Engineering (see attached proposal) for a full DSA submittal and review
 - **Architectural Services** – additional coordination and administration by DTA for the structural engineering and DSA processing

Additional Services

DTA and their Consultants as identified, will provide the following services.

Structural Engineering

- Mark-up and drafting of structural drawings
- Structural calculations
- Bidding support
- DSA back check
- Construction administration

Architectural Services

- Structural Engineering coordination
- District coordination of custom design (column placement, dimensions / heights / details)
- Full DSA submittal / administration

Personnel

DTA Staff who will be assigned to work on this project include:

- Richard Terrones, Principal
- Alicia Ader, Project Manager

This proposal also includes the following Engineering Consultants:

Consultants Included in this Proposal

Structural Engineer	Duquette Engineering Santa Clara, CA Steve Duquette, SE / President
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Fee Outline

The following is a lump sum proposal for **Architectural and Engineering Services**.

task	fee
Architectural Services	
Coordination & Full DSA Submittal	\$4,500
Structural Engineering Services	
Structural Design / Documents / Bidding Support / DSA / C.A.	\$23,000
Reimbursable Expenses:	
• Printing, Deliveries, etc.	estimate \$500
Lump Sum Total	\$28,000

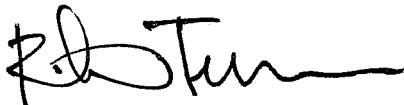
Authorization to Proceed

Signature indicates acceptance of terms of this agreement and authorization for the Architect to proceed with the work described herein. Once a signed Proposal is received, we will schedule the work and proceed within two weeks' time.

Client

Date

Sincerely,



01/22/2021

DTA
R. Terrones, License #C24686

Date

January 22, 2021

DTA Architects Inc.
1103 Juanita Avenue
Burlingame, CA 94010

Attention: Richard Terrones

Subject: Vargas elementary – Carport Structure

Duquette Engineering is pleased to provide this proposal for structural engineering services for the above captioned project. The proposal is based on our site visit on January 19, 2021 and PC drawings for a similar shade structure.

PROJECT DESCRIPTION

The project consists of a new carport structure at the front of the school to protect cars from falling pinecones.

The analysis and design of the structure will be per the provisions of the 2019 California Building Code.

SCOPE OF STRUCTURAL WORK

- Provide mark-up and drafting of structural drawings.
- Provide structural calculations.
- Bidding Support
- DSA back check
- Construction Administration. Review of contractor submittals, response to RFI's and three site observation visits during construction.

DESIGN FEE

The above services shall be billed on a fixed fee basis as follows.

Construction Documents	\$15,000.00
Bidding Support	\$1,000.00
DSA Back Check	\$2,500.00
Construction Administration	<u>\$4,500.00</u>
Total Fee	\$23,000.00



1171 Homestead Road.
Suite 275
Santa Clara, CA 95050

Phone: (408) 615-9200

All expenses due to reproduction of calculations and drawings will be billed to the client at cost plus 10%. The client will be invoiced monthly with the remaining balance due upon receipt of the completed design package. Modifications to proposed design may require total structural redesign and/or significantly increase the structural design fee and adversely affect the schedule. Design changes requiring additional engineering services shall be in addition to the maximum fee listed above and will be billed at our standard hourly rates after proper authorization.

Duquette Engineering employees currently invoice at the following rates:

Principal	\$260.00
Project Engineer	\$180.00
Staff Engineer	\$145.00
CAD/Engineering Assistant	\$125.00
Administrative Assistant	\$105.00

If you have any question, please do not hesitate to contact me at (408) 615-9200 or via email at spd@duquette-eng.com. **Duquette Engineering** appreciates the opportunity to work with you toward the successful completion of your project.

Very Truly Yours,
DUQUETTE ENGINEERING



Steven P. Duquette SE
President

CLIENT TO SIGN AND COMPLETE THIS SECTION

I authorize the above services at the proposed fee and payment schedule. I also agree to the Terms and Conditions Agreement attached to this proposal-contract.

Signature: x_____ Date: _____/_____/2021
Print Name: _____ Title: _____
Phone No.: (_____) ____ - _____ Fax No.: (_____) ____ - _____
Email: _____

TERMS AND CONDITIONS OF AGREEMENT

The schedule of Terms and Conditions sets forth the terms and conditions under which Duquette Engineering, will provide the engineering services shown on the reverse side of this page.

Charges:

- Services performed on an hourly basis will be charged in accordance with Duquette Engineering current schedule of charges.
- Any unusual types of services not specifically covered by the foregoing schedule will be charged at a rate determined to be equitable in relation to the scheduled rates.
- Services performed under lump sum contracts will be charged at the agreed lump sum.

Terms of Payment:

- In the absence of specific arrangements to the contrary, monthly statements will be submitted or a statement will be submitted at the completion of work for building department submittal. Such statements will be due and payable when rendered. To be recognized, any dispute over charges must be claimed in writing within twenty (20) days of the billing date. A service charge equal to one percent (1%) per month from the date of statement may be added to any statement which remains unpaid for more than thirty (30) days from the statement date. If suit is instituted to collect any sum due, Client shall be liable for such sums as the court may adjudge reasonable for attorney's fees and other costs of such suit. It is expressly agreed that venue for any such suit shall be at the discretion of Duquette Engineering, in any court of competent jurisdiction located within the County of Santa Clara, State of California. Duquette Engineering may at its' option withhold delivery of plans and other data pending receipt of payment for all services rendered.
- In the event that the Client requests termination of the services prior to completion of Duquette Engineering's, services Duquette Engineering shall be paid for its' time up to the point of termination on an hourly basis where the amount charged shall not exceed a guaranteed maximum if so established.

Scope and Execution of Services:

- The Client will make available to Duquette Engineering all known information regarding site conditions and building requirements and will immediately transmit any new information, which becomes available.
- Duquette Engineering will be entitled to rely upon the accuracy and completeness of all such information so provided.
- The Client acknowledges that Duquette Engineering is retained only for limited services, which are outlined in the scope of services, which are part of this contract. The Client accepts complete and full responsibility for the coordination of Duquette Engineering's work with that of other persons or entities involved in the design and/or construction of the project. The Client acknowledges that Duquette Engineering has not made a thorough and exhaustive review of the work of other persons or entities involved in such design and/or construction and that therefore Duquette Engineering cannot verify the accuracy, completeness and suitability for the project of same. It is agreed Duquette Engineering will be entitled to rely upon the accuracy, completeness and suitability for the project of such work and documentation which was not produced by Duquette Engineering.
- Duquette Engineering shall not be responsible for general safety on the job by contractors and third parties.
- Duquette Engineering will diligently proceed with the work contracted for in a timely manner, but it is expressly agreed upon and understood that Duquette Engineering shall not be held responsible for delays occasioned by factors beyond its' control, nor by factors which could not be reasonably foreseen at the time of the execution of the agreement between parties.
- If the Client is a corporation, the individual or individuals who contract with Duquette Engineering on behalf of the Client warrant that they are duly authorized agents of the Client and are empowered to so contract.

Limitation of Liability:

The Contractor/Client agrees to limit Duquette Engineering's liability to all construction contractors and subcontractors on the project arising from Duquette Engineering's professional acts, errors or omissions, such that the total aggregate liability of Duquette Engineering to all those named shall not exceed \$50,000.00 or Duquette Engineering's total fee for the services rendered on this project, whichever is greater. The Contractor/Client further agrees to require of the contractors and his subcontractors an identical limitation of Duquette Engineering's professional acts, errors, or omissions. Neither the contractor nor any of his subcontractors assumes any liability for damages to others, which may arise on account of Duquette Engineering's professional acts, errors, or omissions.

Hold Harmless and Indemnity Provision:

The Contractor/Client agrees, to the fullest extent that permitted by law, to indemnify and hold harmless Duquette Engineering, its' officers, agents, employees and subcontractors from and against all, damage, liability or cost, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this project or the performance of this contract, however caused, excepting those damages, liabilities or costs caused by the sole negligence or willful misconduct of Duquette Engineering. The Contractor/Client shall upon Duquette Engineering's request defend any action, claim, or suit asserting a claim covered by this indemnity. The Contractor/Client shall pay all costs that may be incurred Duquette Engineering in enforcing this indemnity including reasonable attorney fees