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May 7, 2018

Mr. Joe Flatley
Director, Facilities Modernization
Milpitas Unified School District
1331 E. Calaveras Blvd.,
Milpitas, CA 95035

Project Name: Spangler Elementary School HVAC Upgrade
Proposal Number: 1814

Dear Mr. Flatley:

I am pleased to submit this proposal for limited architectural services based on the following terms and conditions:

Scope of the Project

The Milpitas Unified School District (Client) intends to replace the existing rooftop HVAC units on the campus of Spangler Elementary School in Milpitas, CA with new higher efficiency models, using the existing electrical service and EMS, as part of a Prop.39 funded project. MUSD also intends to replace the existing water piping within the campus. The intention is to cut and cap the existing pipes that run in the walls of the buildings and run the new piping on the roof(s) of the buildings.

The assumed hard construction budget for the project including construction contingency is \$400,000.00. The project is scheduled to begin June 2019, to be completed by June 2020 based on Prop. 39 funding requirements. MUSD mentioned during our meeting in March that they would like to solicit bids for the work in February 2019.

Scope of Professional Services – Basic Services

Artik Art & Architecture will provide and be responsible for the following project consultants: mechanical and plumbing engineering. All other required project consultants including but not limited to Structural and Electrical engineer shall be provided by Client or by Artik Art & Architecture as an Additional Service.

This proposal is based on the following:

- Scope Summary provided by MUSD for Spangler HVAC, Ducting and Water Pipe Replacements
- This project only involves replacing the rooftop units with similar energy efficient units



- No DSA approvals are required per IR-A-22
- As-built drawings will be provided by MUSD

Following are the services included in Artik Art and Architecture's proposal:

Schematic Design Phase

- ◆ Investigate existing conditions through Site visits and existing documentation provided by School District, to determine scope of services and effects on design and construction. Obtain from District all available information on hazardous materials and advise District immediately of any other hazardous materials Architect has observed. (This paragraph does not impose on Architect any duty to locate hazardous materials.)
- ◆ Work with the Mechanical Engineering team to identify the appropriate replacement mechanical units that would not trigger DSA review
- ◆ Identify Plumbing scope
- ◆ Identify if there will be any electrical and low voltage design scope by comparing existing electrical power with the draw for the proposed units
- ◆ Identify potential structural engineering scope
- ◆ Develop base drawings in CAD or PDF format.
- ◆ Participate in meeting(s) as required.

Construction Development Phase

- ◆ Develop roof plans and details
- ◆ Review mechanical and plumbing plans, details and equipment cut-sheets.
- ◆ Meet Client and review plans
- ◆ Make revisions as directed by Client.
- ◆ Prepare Bid Documents that might include the following-
 - Title Sheet
 - Site Demolition Plan related to the water-pipe replacement
 - Plumbing Site Plan
 - Roof Demolition Plans
 - Roof Plans
 - Building Sections, if required
 - Architectural Details
 - Architectural Specifications
 - Structural Plans and details, as required
 - Utility Plans, as required
- ◆ Assist Client to develop an estimate of probable construction cost
- ◆ Participate in Value Engineering meeting to adjust project scope to bring it within budget parameters, if necessary.
- ◆ Assist Client in obtaining bids

Bidding Phase

- ◆ Coordinate bidding procedures and production of bidding documents with District Construction Manager.
- ◆ Respond to questions from bidders.
- ◆ Issue addenda, if required.
- ◆ Attend bid opening, if required.
- ◆ Conduct post-bid interview of apparent lowest, if required.

Construction Administration Phase

- ◆ Attend preconstruction meeting.
- ◆ Participate in construction meetings, as required.
- ◆ Review and take appropriate action on Submittals.
- ◆ Respond to RFIs.
- ◆ Review Contractor's Proposed Change Orders (PCO's), and if appropriate, issue Change Orders.
- ◆ Review and recommend appropriate action on payment applications.
- ◆ Produce Final Verified Reports.

Close Out Phase

- ◆ Conduct Substantial Completion walkthrough.
- ◆ Develop a punch-list of items to be completed for final acceptance.
- ◆ Conduct Final Completion walkthrough.
- ◆ Review and transmit record drawings and specifications by Contractor.
- ◆ Review and transmit manuals and warranties.

Excluded from Agreement

The following services are expressly excluded from this agreement:

- ◆ Hazardous material testing, design or abatement
- ◆ Topographic and geotechnical surveys
- ◆ Cost Estimating
- ◆ Testing and inspection fees
- ◆ Plan review and permit fees for regulatory agencies
- ◆ Off-Site Improvements
- ◆ Structural upgrades to anything beyond the existing mechanical curbs and supporting structure for the mechanical units.
- ◆ Electronic As-Builts

Compensation – Basic Services

Artik Art & Architecture will provide the services indicated above for a Fixed Fee of **Thirty Five Thousand dollars (\$35,000)**, plus approved Reimbursable Expenses.

	<u>Fee</u>	<u>Reimbursables</u>	<u>Total</u>
Schematic Design Phase	\$8,750	\$500	\$16,000
Construction Documents Phase:	\$17,500	\$1000	\$32,500
Bidding Phase:	\$1,050	\$60	\$2,300
Construction Administration Phase	\$7,000	\$400	\$12,750
Closeout Phase:	\$700	\$40	\$1,450
Total Basic Services:	\$35,000	\$2,000	\$37,000

Compensation for Additional Services

Additional Services shall include any service not specifically listed above and agreed to by Client and Artik Art & Architecture. Compensation for Additional Services shall be by a mutually accepted Fixed Fee, or on an Hourly basis, based on the following Hourly Rates:

Principal	\$180.00	Senior Drafter	\$120.00
Associate	\$165.00	Intermediate Drafter	\$110.00
Senior Project Manager	\$150.00	Junior Drafter	\$100.00
Senior Tech Lead	\$150.00	Admin	\$80.00
Project Manager	\$140.00	Intern	\$80.00
Job Captain	\$130.00		

Reimbursable Expenses

Reimbursable expenses, as required and approved are in addition to compensation for Basic and Additional Services and include: project consultants not provided as part of Basic

Services; transportation expenses, couriers, shipping, photography, reproductions, models, renderings, or other expenses incurred in the interest of the project. These expenses shall be billed to the Owner at cost plus 10% of the expenses incurred by the Architect or Architect's Consultants.

Invoicing

Artik Art & Architecture shall invoice monthly and payment is due upon receipt. Amounts unpaid thirty (30) days after the receipt of the invoice will be subject to a service charge of twelve percent (12%) per annum. Should the Client fail to pay current invoices for more than sixty (60) days, Artik Art & Architecture may stop work on the Project until payment is

received or terminate this Agreement. Artik Art & Architecture shall not be held liable for any damages or losses that may result from such suspension or termination of services according to the provisions set forth in this Agreement.

Legal Costs

In the event that legal proceedings between the parties are necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its litigation costs and expenses, including reasonable attorney's fees.

Project Timing

If the Client for more than thirty (30) consecutive days suspends the project, Artik Art & Architecture shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Artik Art & Architecture shall be due an equitable compensation to provide for expenses incurred in the interruption and resumption of the services. If the Client for more than ninety (90) consecutive days suspends the project, Artik Art & Architecture may terminate the agreement according to the provisions set forth below.

Termination

Either the Client or Artik Art & Architecture may, for any reason, terminate this Agreement upon not less than seven (7) days written notice to the other party.

Client's Responsibilities

The Client shall provide full information, including a program, which sets forth the Client's objectives, schedule, constraints, and budget, with reasonable contingencies and criteria. The Client shall also furnish any reports, tests, and surveys, inspection results or other information reasonably requested by Artik Art & Architecture or its consultants. All of

foregoing shall be furnished at the Client's expense, and Artik Art & Architecture shall be entitled to rely upon the accuracy and completeness thereof.

Ownership of Documents

The Drawings, Specifications, and other Contract Documents, as instruments of service, are and shall remain the property of Artik Art & Architecture. Others shall not use them on other projects or as the basis for drawings without written authorization from Artik Art & Architecture.

Limit of Liability and Indemnification

Artik Art & Architecture agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by Artik Art & Architecture's negligent acts, errors or omissions in the performance of professional services under this Agreement and Artik Art & Architecture's Consultants or anyone for whom Artik Art & Architecture is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold Artik Art & Architecture harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of the Client's contractors, subcontractors, consultants or anyone for whom the Client is legally liable, and arising from the Project that is the subject of this Agreement.

Artik Art & Architecture is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and Artik Art & Architecture agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The Client and Artik Art & Architecture further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Hazardous Materials

Both parties acknowledge that Artik Art & Architecture's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Artik Art & Architecture or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Artik Art & Architecture's services, Artik Art & Architecture may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate, and/or remove the asbestos or hazardous or toxic materials, and warrant the job site is in full compliance with the applicable laws and regulations:

Americans with Disabilities Act (ADA) Barrier Removal

The Americans with Disabilities Act (ADA) provides that it is a violation to design and construct a facility for its first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. In addition, the ADA requires removal of architectural barriers in existing facilities where such removal is readily achievable. The definition of "readily achievable" contained in the ADA is flexible and subject to interpretation on a case-by-case basis. The requirements of the ADA will be subject to various, and possibly contradictory interpretations. Artik Art & Architecture, therefore, will use its best professional efforts to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to your project, and to advise you as to the modifications to your existing facility that may be required to comply with the ADA. Artik Art & Architecture, however, cannot and does not warranty or guarantee that your project will comply with all interpretations of the ADA requirements

and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to your project.

Authorization

If this agreement meets your approval, please sign and return one of the two originals. Keep one original for your records. When we are in receipt of the signed agreement or a **"Notice to Proceed"** referencing this agreement we can begin work on your project.

Sincerely,



William E. Gould
Founding Principal

ACCEPTED

Client:

Milpitas Unified School
District

Name of authorized
representative:

Title:

Signature:

Date:
