



**PROJECT ATTACHMENT #0164-21C
MILPITAS UNIFIED SCHOOL DISTRICT**

Master
Agreement No: 0164

SERVICES: DESIGN AND PROJECT ADMINISTRATION SERVICES

INFINITY'S RESPONSIBILITIES:

Infinity shall perform the following tasks for our **Design and Project Administration Services:**

Low Voltage Design Services:

1. Perform a preliminary evaluation of the Client's provided programming requirements, project schedule, budget, and perform a pre-design site walk, to determine a proposed scope of work.
2. Provide Design Estimates for the proposed scope of work.
3. Coordinate the Project Design with the Client's Staff and Design/Construction Professionals, including (but not limited to); Facilities/Tech Department, Architect, Electrical Engineer, Construction Manager, etc.
4. Provide System specification(s) in the 2004 CSI Master Format.
5. Provide Drawings of floor plans, wall elevations, system single lines and installation details.

Bid Management Services:

6. Assist Client to determine a Procurement process (Formal Bid, Informal Bid, State Master Contract, etc.) that adheres to the Local/State rules and regulations.
7. Prepare "Bidding Documents" for distribution to prospective bidders. Documents include (but are not limited to); Bid Manual, General Conditions, Bid Forms, Specifications, Drawings, Addenda, etc.
8. Assist the Client in the preparation of a "Notice of Advertisement" for public works bid packages.
9. Distribute, in electronic form only, "Bidding Documents" to prospective bidders thru Infinity's "Projects" website.
10. Manage and Track the project "Bidding Documents" and "Prospective Bidder's List" thru Infinity's "Projects" website.
11. Perform **One (1)** Pre-Bid Job Walk/Bidder's Conference, per project.
12. Prepare and distribute project clarification(s) and addenda(s) to address questions from prospective bidders.
13. Organize and conduct opening of bid response(s). All bid openings will be conducted at Infinity's offices, unless otherwise directed by the Client.
14. Provide the Client with a non-bias evaluation of bid response(s) for the specified systems.
15. Prepare and administration of awarding contracts for construction.
16. Provide the Client with one (1) Electronic and one (1) Hardcopy copy of all pre-Form 471 "Bidding Documents", bid evaluations, and contracts, as required for Document Retention per the Erate program.

Project Administration Services:

17. Perform a Constructability Review/Plan Check of the project(s) to be installed.
18. Perform **One (1)** Pre-Construction Owner's Planning Meeting, per project.
19. Perform **One (1)** Pre-Construction Contractor's Meeting, per project.
20. Coordinate the delivery and acceptance all Pre-Construction documents, including (but not limited to); Notice to Proceed, Certificates of Insurances, Bonds, Submittals, etc.
21. Create accurate project scheduling and determines project specific milestones.
22. Provide the Client regular project status updates.
23. Address contractor questions regarding installation means and methods per the intent of the Bidding and Contract Documents.
24. Coordinate the delivery and acceptance of contractor's Request for Information.
25. Coordinate the delivery and acceptance of Project Designer's Supplemental Instructions.
26. Coordinate the delivery and acceptance of Client's Price Request and/or Change Orders.
27. Review and certification of contractor billing.
28. Coordinate with the Contractor the completion of Punch List items provided by the Project Designer.
29. Coordinate with the Contractor to perform the system training.
30. Coordinate the delivery and acceptance of project closeout requirements, including (but not limited to); Test Results, Warranties, As-Builts, etc.
31. Coordinate the delivery and acceptance of Post-Construction paperwork, including (but not limited to); Substantial Completion, Final Completion, Release of Retention, Release of Sureties, etc.

Inspection Services:

32. Provide onsite inspections during the course of the project installation, maximum of **Three (3)** per project, to ensure contractor installation standards have been meet, as defined in the bid documents.
33. Provide **One (1)** onsite inspection to determine if Punch List items have been resolved.



Erate Application Management Services:

34. Coordinate with the Client's Staff and Design/Construction Professionals to adhere to the Schools and Library's Division (SLD) Erate program rules and regulations for funding requests.
35. Assist the Client to determine the funding request and filing strategy most appropriate to their needs.
36. Prepare and submit **One (1)** Form 470 for certification and approval.
37. Review and Comment on Client provided Item 21 Attachment Sheets and Executed Contracts.
38. Prepare and submit the Form 471(s) for certification and approval.
39. Monitor and inform the Client of the Form 471(s) Application Status.
40. Coordinate with the Client and Service provider to respond to Program Integrity Assurance (PIA) questions.
41. Prepare and submit the Form 486 for certification and approval.
42. Assist the Client to determine the USAC Invoicing method that is most appropriate to their needs.
43. Review and comment on contractor provided Service Certification(s).
44. Prepare and submit the Service Substitution process for changes to the approved Item 21 equipment list(s).
45. Prepare and submit the Service Delivery Extension and/or Invoice Deadline Extension request(s).
46. Prepare and submit the Form 500 for certification and approval.
47. Prepare and submit **One (1)** Applicant Reimbursement Form 472 for certification and approval, per project.
48. Provide the Client with one (1) Electronic and one (1) Hardcopy copies of all post-Form 471 project documents, final equipment lists, and certifications of payment, as required for Document Retention per the Erate program.

CLIENT'S RESPONSIBILITIES:

The Client's responsibilities, for the successful completion of this agreement, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's services.
2. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity all information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to: Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.
4. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file Erate forms and respond to the USAC's request for information.
5. Sign and certify the Erate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the Erate Program's time sensitive deadlines.
6. For New Contracted Services or Month to Month Services, **only**
 - a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal/Erate Program procurement requirements, and bidding laws for all "new" requested services and contracts.
 - b. Conduct a non-bias bid evaluation, per the Erate Program's "Evaluations of Bid" requirements, for all bid responses received as the result of posting a Form 470 (RFP).
 - c. Comply with all Local/State/Federal/Erate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
 - d. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the Erate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, and Bidder's Item 21 Attachment Sheet.
7. Require the Service Provider, for the eligible services the Clients is entitled to receive California Teleconnect Fund (CTF) support, to invoice USAC by the SPI Method (Form 474).
8. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (Erate Program). The Client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of Erate's "Document Retention Policy".
9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provide Infinity a copy of the SPRR for compliance with the "Invoicing" section of Erate's "Document Retention Policy".
10. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

***In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0164-21C with this contract, an additional fee will be negotiated before any additional services are provided.**



TERM OF CONTRACT:

This agreement shall terminate upon execution of the Notice of Completion of the project outline in this agreement.

Infinity's Design Services fee will be a one-time flat rate fee of **\$32,780.00** for the Client's desired Category 2 project(s).

Infinity's Project Administration Services fee will be a one-time flat rate fee of **\$34,450.00** for the Client's desired Category 2 project(s).

If additional services are requested by the Client that require a change order, Infinity will bill 5% of the change order amount.

PAYMENT SCHEDULE: DESIGN AND PROJECT ADMINISTRATION SERVICES

DESIGN SERVICES:

Infinity will invoice the Client for completed and approved Design Services rendered under this Agreement in various phases as follows:

Project Planning Phase	Twenty Five percent (25%) of the Design Fee
RFP Development Phase	Fifty percent (50%) of the Design Fee
<u>Bidding Phase</u>	<u>Twenty Five percent (25%) of the Design Fee</u>
Total Compensation for Design Services:	One Hundred percent (100%) of the Design Fee

In the event a contract is not awarded to a bidder by the Client, Infinity will bill for the percentage of our fee equal to Infinity's completed portion of work and reimbursable expenses.

Project planning phase:

Billing for this phase occurs at the time of the project kickoff. This would happen after a meeting with the client to discuss the scope of the project and a project estimate has been presented and approved, along with the appropriate contract for services.

RFP Development Phase:

Billing for this phase occurs when the project is published for access to vendors. Exposure to these bid documents may happen on the Infinity website or the documents may be delivered to the client for them to distribute. At this point any necessary drawings and specifications have been completed and required contract documents have been prepared. This project is now "out for bid"

Bidding Phase:

Billing for this phase will occur when the bids are received and a contractor has been chosen to do the work. The amount billed will be the remaining balance of the design phase of the Infinity contract.

If there are no bids received, Infinity will then discuss the process for re-posting or soliciting bids for the client. Additional charges may apply for document changes or updates.

PROJECT ADMINISTRATION SERVICES:

Infinity will invoice the Client for the Construction Management Fee in various phases during the term of the construction project as follows:

Contract Award Phase	Twenty Five percent (25%) of the Project Administration Fee
Construction Phase	Sixty percent (60%) of the Project Administration Fee
<u>Project Close-out Phase</u>	<u>Fifteen percent (15%) of the Project Administration Fee</u>
Total Compensation for PA Services:	One Hundred percent (100%) of the Project Administration Fee

Contract Award Phase:

Billing for this phase occurs when a formal notice to proceed is presented to the chosen contractor. Prior to this notice an owners meeting will occur where the details of the project and timelines are discussed with the client.

Construction Phase:

Billing for this phase will be done monthly at 10% per month of the construction phase amount of the contract.

Project Close Out Phase:

Billing for this phase occurs at the completion of the project. Close out documents and a completion meeting with the client has taken place.



Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$155.00/hour
Systems Designer	\$125.00/hour
CAD Operator	\$75.00/hour
Sr. Project Manager	\$155.00/hour
Project Manager	\$95.00/hour
Design Team Coordinator	\$75.00/hour
Support Staff	\$50.00/hour

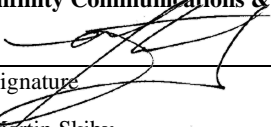
Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.58/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

	11/04/2020
Signature	Date
Martin Skiby	Chief Operating Officer
Name	Title
P.O. Box 999, Bakersfield, Ca. 93302	
Address/City/State/Zip	
82-0573429	
Federal Tax ID#	

Milpitas Unified School District

Signature	Date
Name	Title
Address/City/State/Zip	
Federal Tax ID#	