



November 16, 2022

Melissa Swanson
City of Clearlake
14050 Olympic Drive
Clearlake, CA 95422
mswanson@clearlake.ca.us

**RE: Services for City of Clearlake – City Hall Interior Remodel
Clearlake, California**

Dear Melissa,

We propose to provide the services for City of Clearlake – City Hall Interior Remodel as defined below, performed under the terms of our On-Call Professional Consulting Services Agreement.

Scope of Work:

- The existing City Hall building is approximately 7, 580 SF total.
- Studio W Architect's plans will be based upon Space Plan has been completed by Business Design Services (BDS) dated September 30, 2022
- Interior Improvements only (non-structural)
- Construction Documents (Interior Remodel Plans)
 - We have floor plans in CAD, however there are no as-builts of existing structural system or MEP/Fire Alarm/Technology/Fire Sprinkler Systems, so afield investigation to document existing conditions will be required.
 - Time has been included for (1) site visit to conduct field investigation and then document the existing Mechanical, Electrical, Fire Alarm, Technology, Plumbing & Fire Sprinkler Systems
- City Building Department Approval
- Bidding Assistance: response to pre-bid questions
- Construction Phase Support: (1) site visit during construction by Architect and Engineer, (1) punch list review by Architect and Engineer; response to contractor RFI's; review contractor submittals

Time and expense basis, not-to-exceed fees, including consultant fees and expenses:

- Construction Document & Building Department Approval: \$97,488
- Bid and Construction Phase Services: \$33,428

Project Team:

- Studio W Architects
- Consultants:
 - Salas O'Brien (SOBE): Mechanical, Electrical, Fire Alarm, Technology, Plumbing & Fire Sprinkler Systems
 - Byun & Associates: Architectural Specifications, Division 1 sections, Table of Contents, Project Manual Cover Page
- Consultants not included:

- Structural Engineer: assumes existing walls to be removed are non-structural; assumes no seismic upgrade is required
- Civil Engineer: assumes no exterior improvements
- Landscape Architect
- Cost Estimating

Deliverables: 50% CD's (PDF files of plans), 75% CD's (PDF file of plans and specs), 100% CD's (plans and specs in format required by plan review agency); City Building Department Approved plans and specs (PDF files)

The following documents are enclosed:

- Scope Exclusions
- Studio W Architects Fee and Expense Schedules (Attachments A and B)
- Fee Worksheets (Attachments C.1 and C.2): time and expense basis
- Salas O'Brien fee proposal dated 11/11/2022 with hourly rates

Please feel free to contact me with any questions you may have. We assume the City will issue a Purchase Order for this project.

Sincerely,

Studio W Architects



Brian Whitmore, AIA, LEED AP
President & CEO

cc: Rachel Clemente, AIA, LEED® AP, CDT, Design Leader, Associate
James E. Moore IV, Architect, LEED® AP, Chief Operating Officer
Studio W Marketing



Scope Exclusions:

- Hazmat Report
- Geotechnical Engineering
- Surveying: topographic and underground utility locator
- Structural Engineering, Civil Engineering, Landscape Architect
- Cost Estimating Services
- Division 0 / Contract Requirements specifications (to be provided by City)
- All services related to LEED
- Calgreen Commissioning
- Standby Emergency Power System Design
- Alternative Energy Source Design / Engineering
- Mitigation of existing non-complying Path or Travel or Parking elements
- Seismic or structural upgrades to existing structures or existing equipment anchorage
- Off-site improvements and off-site utilities
- Encroachment Permit Plans
- Agency Fees or Utility Company Fees
- Bid Set Printing or Construction Set Printing
- Testing and Inspections
- Abatement Monitoring Services
- Utility energy incentive or rebate applications
- Phased construction
- Record Drawings



2022 FEE SCHEDULE

STAFF CATEGORY	HOURLY RATE
Principal Owner Architect	\$ 385
Principal Architect	\$ 320
Associate Principal or Senior Bond Program Manager	\$ 230
Senior Associate Client Leader	\$ 215
Associate Senior Project Manager	\$ 205
Associate Project Manager	\$ 205
Senior Architect or Senior Construction Administrator	\$ 180
Associate Design Leader	\$ 175
Senior Project Architect	\$ 165
Construction Administrator	\$ 165
Project Manager or Bond Program Manager	\$ 165
Project Architect	\$ 155
Senior Designer	\$ 155
Senior Job Captain	\$ 145
Job Captain	\$ 130
Project Admin V	\$ 120
Project Designer III	\$ 115
Project Designer II	\$ 105
Project Admin IV	\$ 105
Project Admin III	\$ 95
Project Designer I	\$ 90
Project Admin II	\$ 85
Project Admin I	\$ 75
Project Assistant	\$ 70
Intern	\$ 60
Project Consultants	Actual Fee + 15%

2022 EXPENSE SCHEDULE

EXPENSE	COST
Color Prints 8-1/2 x 11	\$2.25/print
11 x 17	\$2.75/print
All other sizes	cost
Delivery (Other than mail)	cost
Facsimile	\$1.25
Large Scale Photocopy	cost
Lodging	cost
Meals	cost
Mileage (subject to adjustment to match IRS allowed amount)	\$0.625/mile
Permits and Fees	cost
Photocopy Black & White	\$0.10/page
Photo Development	cost
Plots	\$15.00/plot
Postage	cost
Reproduction	cost
Telephone	cost
Travel	cost
Other Direct Project Expense	cost

ABOVE EXPENSES ARE SUBJECT TO 15% SURCHARGE

Project expenses other than cost expenses are
subject to change every January 1 of the Yew Year

STUDIO W ARCHITECTS

ATTACHMENT 'C.1'

FEE

City of Clearlake - City Hall Interior Remodel (7,580 SF)

14050 Olympic Drive, Clearlake, CA 95433

Construction Documents - Agency Approval

TASK	Principal Owner Architect		Associate Principal Architect (QC Review)		Associate Design Leader		Project Designer III		Project Admin IV		Project Consultants		TOTAL										
	\$ 385.00 /hr		\$ 230.00 /hr		\$ 175.00 /hr		\$ 115.00 /hr		\$ 105.00 /hr		Actual Fee + 10%												
	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	PROPOSAL	TOTAL											
Project Administration	4	\$ 1,540.00		\$ -	2	\$ 350.00		\$ -	4	\$ 420.00			\$ 2,310										
Field Investigation		\$ -		\$ -	8	\$ 1,400.00	8	\$ 920.00		\$ -			\$ 2,320										
Online Meetings with Client (2)		\$ -		\$ -	3	\$ 525.00		\$ -		\$ -			\$ 525										
Construction Documents: prepare architectural and engineering plans		\$ -		\$ -	20	\$ 3,500.00	60	\$ 6,900.00		\$ -			\$ 10,400										
QA/QC		\$ -	3	\$ 690.00		\$ -	8	\$ 920.00		\$ -			\$ 1,610										
Coordination with Client Consultants (Interior Designer-Business Design Services)		\$ -		\$ -	8	\$ 1,400.00	8	\$ 920.00		\$ -			\$ 2,320										
Agency Approval: submit and gain City Building Dept. approvals		\$ -		\$ -	16	\$ 2,800.00	16	\$ 1,840.00		\$ -			\$ 4,640										
CONSULTANT FEES																							
Mechanical, Plumbing, Electrical, Fire Alarm, Technology Engineer + Fire Sprinkler Engineer: SOBE Proposal dated 11-11-2022											\$ 58,875.00	\$ 5,887.50	\$ 64,763										
Byun & Associates: Architectural Specifications, Division 1 sections, Table of Contents, Project manual Cover Page (\$180/hour x 20 hours)											\$ 3,600.00	\$ 360.00	\$ 3,960										
No Structural Engineer, Civil Engineer or Landscape Architect												\$ -	\$ -										
SUB TOTAL OF PROFESSIONAL FEES											4	\$ 1,540.00	3	\$ 690.00	57	\$ 9,975.00	100	\$ 11,500.00	4	\$ 420.00	\$ 62,475.00	\$ 6,247.50	\$ 92,848
Expenses																					\$ 4,640		
TOTAL NOT-TO-EXCEED FEE																						\$ 97,488	

STUDIO W ARCHITECTS

ATTACHMENT 'C.2'

FEE

City of Clearlake - City Hall Interior Remodel (7,580 SF)

14050 Olympic Drive, Clearlake, CA 95433

Bid and Construction Phase Assistance

TASK	Principal Owner Architect		Associate Principal Architect (QC Review)		Associate Design Leader		Project Designer III		Project Admin IV		Project Consultants		TOTAL
	\$ 385.00 /hr		\$ 230.00 /hr		\$ 175.00 /hr		\$ 115.00 /hr		\$ 105.00 /hr		Actual Fee + 10%		
	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	PROPOSAL	TOTAL	
Bidding Assistance	1	\$ 385.00		\$ -	8	\$ 1,400.00	4	\$ 460.00	2	\$ 210.00			\$ 2,455
Construction Administration: Architectural submittal review, RFI responses, (1) site visit, (1) punch list review	1	\$ 385.00		\$ -	24	\$ 4,200.00	8	\$ 920.00	8	\$ 840.00			\$ 6,345
CONSULTANT FEES													
Mechanical, Plumbing, Electrical, Fire Alarm, Technology Engineer + Fire Sprinkler Engineer: SOBE Proposal dated 11-11-2022											\$ 19,625.00	\$ 1,962.50	\$ 21,588
No Structural Engineer, Civil Engineer or Landscape Architect												\$ -	\$ -
SUB TOTAL OF PROFESSIONAL FEES	2	\$ 770.00	0	\$ -	32	\$ 5,600.00	12	\$ 1,380.00	10	\$ 1,050.00	\$ 19,625.00	\$ 1,962.50	\$ 30,388
Expenses													\$ 3,040
TOTAL NOT-TO-EXCEED FEE													\$ 33,428

November 11, 2022

Ms. Rachel Clemente
Studio W Architects
1930 H Street
Sacramento, CA 95811

RE: Request for Proposal – Mechanical, Plumbing, Electrical and Fire Sprinkler Engineering Services for
City of Clearlake – City Hall Remodel
14050 Olympic Drive,
Clearlake, CA 95433

Dear Ms. Clemente:

Thank you for considering T-Squared Professional Engineers, Inc. dba SALAS O'BRIEN as consultants for the above project. Based on the emails received from you on 11/03/22 and 11/07/22, the following is a list of our proposed services along with the respective fees:

MECHANICAL:

50% Construction Documents (25%):	\$ 4,000
75% Construction Documents (25%):	\$ 4,000
100% Construction Documents: (20%)	\$ 3,200
Agency Review and Approval (5%):	\$ 800
Bidding (5%):	\$ 800
Construction Administration Phase (20%):	\$ 3,200

Sub Total:	\$ 16,000

PLUMBING:

50% Construction Documents (25%):	\$ 2,500
75% Construction Documents (25%):	\$ 2,500
100% Construction Documents: (20%)	\$ 2,000
Agency Review and Approval (5%):	\$ 500
Bidding (5%):	\$ 500
Construction Administration Phase (20%):	\$ 2,000

Sub Total:	\$ 10,000



ELECTRICAL, FIRE ALARM AND TECHNOLOGY:

50% Construction Documents (25%):	\$ 9,500
75% Construction Documents (25%):	\$ 9,500
100% Construction Documents: (20%)	\$ 7,600
Agency Review and Approval (5%):	\$ 1,900
Bidding (5%):	\$ 1,900
Construction Administration Phase (20%):	\$ 7,600

Sub Total:	\$ 38,000

FIRE SPRINKLER:

50% Construction Documents (25%):	\$ 3,625
75% Construction Documents (25%):	\$ 3,625
100% Construction Documents: (20%)	\$ 2,900
Agency Review and Approval (5%):	\$ 725
Bidding (5%):	\$ 725
Construction Administration Phase (20%):	\$ 2,900

Sub Total:	\$ 14,500

Grand Total:	\$ 78,500

Project Overview:

- Remodel of portion of existing City Hall approximately 3,900 square feet per files received on 11/03/2022.

The above fee includes the following:

- 1) Field investigation of existing conditions pertaining to the scope of work.
- 2) Mechanical design to include HVAC equipment specifications and layout, air distribution layout and design, and associated climate controls design.
- 3) Electrical design to include power distribution, including load calculations, panel schedules and single line diagram.
- 4) Low Voltage systems design to include telephone and telecommunications system design device, wiring, layout and diagrams.
- 5) Fire Alarm design service to include device layout, wiring diagram and voltage drop calculations required for plancheck submittal.
- 6) Plumbing design to include sewer, vent, water piping to all new fixtures, specification of new fixtures and equipment.
- 7) Fire Sprinkler system design includes fire riser, pipe sizing, layout, hydraulic calculations, and sprinkler head distribution.
- 8) Book Specifications in the same format as the Architect's format.
- 9) Title-24 Energy compliance calculations.
- 10) Maximum of 1 meeting-in-person at site and 2 Go-To meetings for coordination during design.
- 11) All review comments by the Owner, Architect, and Plan Check Authority.
- 12) Construction Administration services to include response to all vendors' questions during bid, response to RFI letters, review of shop submittals, 1 site visit and a final punch walk.



The above fee does not include the following:

- 1) Changes to plans after the 50% Construction Documents stage due to changes in requirements and/or cost saving measures.
- 2) BIM Modeling.
- 3) Photovoltaic and other alternative energy power system design and specifications.
- 4) Any Food Service Equipment selection, specification and layout.
- 5) Hood Suppression system design and specifications.
- 6) Any commissioning services.
- 7) Any CALCTP Acceptance Services.
- 8) Any certification of the installed lighting control system.
- 9) Electrical coordination study, lightning protection analysis, cathodic protection study and arc flash calculations.
- 10) Any testing services of any equipment.
- 11) Utility company coordination.
- 12) LEED administration or documentation.
- 13) Cost estimating.
- 14) Printing, plotting, reproductions.
- 15) Shipping and messenger service.

All documents produced by T-Squared Professional Engineers, Inc. dba Salas O'Brien, hereafter called the Consultant, under this agreement shall remain the property of the Consultant and may not be used by Studio W Architects, hereafter called the Client, or any other entities without the written consent of the Consultant. Our liability for professional acts, errors, and omissions is limited to the amount of this contract. The Client agrees to the fullest extent permitted by law to defend, indemnify, and hold harmless the Consultant, its officers, directors, employees, and sub consultants (collectively, Consultant) against all damages, liabilities, or costs including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this agreement, except for the consultant's sole negligence. The Consultant is not responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by Client, or any other entity, as a result of the Consultant's performance or nonperformance of services. Said limitation shall apply regardless of the legal basis for the claim including but not limited to claims based on breach of contract, or professional or ordinary negligence. The Client and the Consultant agree that this agreement and any legal actions concerning its validity, interpretations, and performance shall be governed by the laws of the County of San Diego without regard to any conflict of the laws' provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Diego, California. Any claims or disputes made during design, construction, or post construction between the Client and Consultant shall be submitted to non-binding mediation. Client and Consultant agree that mediation will serve as the primary method of dispute resolution.

It is intended by the parties to this agreement that the consultant's services in connection with the project shall not subject the consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, notwithstanding anything to the contrary contained herein, the Client agrees that the Client's sole and exclusive remedy, and claim, demand, or suit shall be directed and/or asserted only against the Consultant, a California Corporation, and not against any of the Consultant's individual employees, officers, or directors.



In providing services under this agreement, the Consultant will endeavor to perform in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The provisions of this agreement shall survive the completion of services and the scope of services. Nothing contained in this Agreement shall create a contractual relationship or cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity.

All work shall be performed pursuant to this agreement. If there are any revisions to the plans after working drawings are started, an increase in the scope, or extra work authorized, we would expect an additional fee based upon our hourly rate for the time required to complete the necessary revisions or additions. Our fee is based on the assumption that the design of this project will begin within ninety (90) days of date of this contract and will be complete within twenty-four (24) months of the date of this Contract; thereafter, any remaining fees will be subject to a normal increase in our billing rate.

If the Consultant for any reasons does not complete all the services contemplated by this agreement, the Consultant will not be responsible for the accuracy, completeness or workability of the contract documents prepared by the Consultant if used, changed or completed by the Client or by another party. Accordingly, the Client agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Consultant from any claim, liability, or cost (including reasonable attorneys' fees and defense cost) for injury or loss arising or allegedly arising from such use, completion or any unauthorized changes made by any party to any contract documents prepared by the Consultant.

Payment shall be a lump sum fee due based upon completion of the milestones indicated above. Early termination of this contract will result in a cancellation fee of 15% of the remainder of the contract agreement. All past due invoices beyond 60 days will incur a 1% per month service fee above the invoice amount. If this contract is acceptable to you, please sign in the space provided and return to our office. We must approve any requested changes in writing before proceeding. We will commence work upon your written approval.

Thank you again for your consideration. We look forward to working with you.

Energetically yours,



Ed David, PE
SVP, Senior Electrical Engineer

Approved by:

Signature

Name

Title

Date



2022 Standard Hourly Billing Rates

The following are our standard billing rates for additional services, change orders, and time and materials agreements:

Principal	\$ 275
Associate / Supervising Engineer	\$ 220
Commissioning Engineer	\$ 210
Project Engineer	\$ 200
Project Manager	\$ 190
Senior Designer	\$ 180
Designer	\$ 160
Commissioning Specialist	\$ 150
BIM / Revit	\$ 130
Drafter	\$ 120
Clerical	\$ 100

