

September 3, 2025

City of Needles
Attn: Kathy Raasch, Director of Development Services/Capital Projects
(760) 326-2113, ext. 126
Kraasch@cityofneedles.com

# Needles Area Transit Garage - Needles, CA

Dear Mrs. Raasch,

On behalf of our firm, we are pleased to submit our professional design services proposal for a new pre-engineered metal building for the Needles Area Transit Garage located in Needles, CA. The work performed will be under the supervision of Todd M. Brautigam, AIA, NCARB, Arizona Architect license #C-40709.

#### **Project Scope:**

The project consists of the construction of a new 30'-0" x 50'-0" (1,500 SF) building to be utilized by the City of Needles as garage space for Needles Area Transit (NAT) vehicles. The proposed facility will be situated approximately 20 feet west of the existing building, with vehicular access provided via the existing driveway off Front Street. Primary Structure will be a pre-engineered metal building (PEMB). The floor plan and exterior elevations will closely replicate the existing NAT building located on River Street, ensuring visual consistency across city facilities. The building will be equipped with an electrical panel to accommodate future electric vehicle (EV) chargers, plumbing infrastructure for the future installation of a restroom, provisions for mini-split air conditioning (A/C) systems, including necessary utilities and wall space allocation, and insulation to support future climate control and energy efficiency. An existing utility pole on the site, currently not in use, will be removed as part of the site preparation work.

#### **Basic Services:**

The Basic Services will consist of deliverables to include:

- Architectural drawings include Code and ADA analysis, site plan, floor plan, egress plan, reflected ceiling plan, roof plan, building elevations, building sections, and construction details
- Structural foundation design drawings and calculations.
- Mechanical design includes HVAC ducting plan, Mechanical Details, and Fixture Schedules
- Plumbing design includes Water and Sewer layout plan, Water Fixture calculations,
   Waste and Vent Schematic, Isometrics, and Plumbing details.
- Electrical design includes Power and Interior lighting plans, Exterior lighting wall mounted and Site lighting plan, Panel Schedules, and One-line Diagram.
- Scope of work will also include phone coordination and meetings with the Client and reviewing jurisdiction.
- Preparation of Prints and Building Permit Submittal applications and delivery to the Reviewing Jurisdiction.
- Addressing the Comments and Redlines from the Reviewing Jurisdiction for Building Permit Issuance.

**Not Included in Basic Services:** Civil Design, Land Surveying, Traffic Impact Analysis, Traffic Impact Study, Environmental Report, SWPPP Book Submittal, ADEQ Notice of Intent, Soils Report, Percolation Testing, Pre-Engineered Metal Building Drawings, Fire Sprinkler & Fire Alarm Design, Building Department & Plan Review Fees, Parking Canopies, Parcel Combination, Bid Administration, Construction Administration, Boundary/Topo Survey, Structural Steel and Foundation Design



## Compensation:

| Basic Services:                              | Compensation |
|--|--------------|
| Architectural, Structural Foundation Design, | \$14,950.00  |
| Mechanical, Plumbing, and Electrical         |              |
| Basic Services Compensation Total:           | \$14,950.00  |

## **Supplemental Services:**

Services excluded from the Basic Services that are recommended by the Architect are listed below the Basic Services total. Fees are provided for additional services; however, the Client may opt to select consultants for all the services directly.

## \*None proposed at this time

A retainer of \$1,500.00 will be required to being the project and will be credited to the final invoice. The project will be invoiced on a monthly basis. The total contract amount will be due upon completion. Additional charges may be incurred for design changes after initial design approval by Owner. Print costs, shipping charges, building department and plan review fees, and other incidental costs will be extra. If additional services are required, an amended written agreement signed by both the owner and the architect will be required. The attached terms and conditions are a part of this contract.

#### **Construction Administration**

Construction Administration will be billed to the Client on an hourly basis as needed at our standard hourly rates. All coordination will be directly with the Client and Contractor/Builder.

- Construction Administration includes any time spent on the project after the plans and or specifications are completed (sealed).
- Construction Administration usually includes services such as review of pre-engineered components, review of shop drawings, site visits, changes to plans, contractor requests for information (R.F.I.) and questions answered for bidders. These services would be executed on an as needed basis as determined by the Client.

## **TERMS AND CONDITIONS**

Selberg Associates Incorporated, hereafter referred to as SAI, shall perform the service outlined in this agreement for the stated fee arrangement.

**Access to site:** Unless otherwise stated, SAI will have access to the site for activities necessary for the performance of the services. SAI will take precautions to minimize damage due to these activities but have not included in the fee the cost of restoration of any resulting damage.

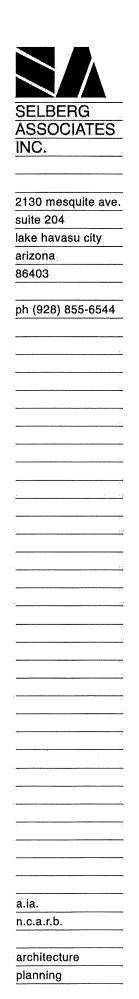
**Fee:** The total fee, unless stated as a fixed fee, shall be understood to be an estimate and shall not be exceeded by more than ten percent without written approval of the client. Where the fee arrangement is to be on an hourly basis, the rates shall be as follows:

Principal Architect: \$185.00/hr. Senior Project Manager: \$165.00/hr. Project Manager: \$125.00/hr. Architectural Designer: \$105.00/hr.

Draftsperson: \$85.00

**Billings/Payments:** Invoices for the services of SAI shall be submitted, at SAI's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, SAI may, without waiving any claim or right against the client, and without liability whatsoever to the client, terminate the performance of the service. Retainers shall be credited on the final invoice. Project related printing and shipping costs will be invoiced to the client at cost plus 10%.

**Late Payments:** Accounts unpaid 30 days after the invoice may be subject to an annual service charge of 12.0% annual rate, at the sole election of SAI. In event any portion or all of an account remains unpaid 60 days after billing, the client shall pay all costs of collection, including reasonable attorney's fees.



Indemnification: The client shall indemnify and hold harmless SAI and all of its personnel from and against any and all claims, damages, losses, and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss, or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the client, anyone directly or indirectly employed by the client (except SAI), or anyone for whose acts any of them may be liable.

**Risk Allocation:** In recognition of the relative risks, rewards, and benefits of the project to both the client and SAI, the risks have been allocated such that the client agrees that, to the fullest extent permitted by law, SAI total liability to the client for any cause or causes, shall not exceed two times the architectural fee or \$50,000, whichever is less. Such causes include, but are not limited to, SAI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

**Termination of Services:** This agreement may be terminated by the client or SAI should the other fail to perform its obligations hereunder. In the event of termination, the client shall pay the firm for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

**Ownership of Documents:** All documents produced or reviewed and sealed by SAI under this agreement shall remain the property of SAI and may not be used by the client for any other endeavor without the written consent of SAI.

Responsibility for Design: It is agreed that it is neither practical nor customary for SAI to include all construction details in plans and specifications, creating a need for interpretation in the field by SAI or an individual who is under the direct supervision of SAI. It is also understood that construction review permits SAI to identify and quickly correct, at comparatively low costs, any professional errors or omissions that are revealed through construction, or those errors or omissions committed by others due to other causes. For the foregoing reasons, construction review is generally considered an essential element of a complete design professional service. Additionally, if you direct SAI to not provide construction review, SAI will not be responsible for the consequences of any of SAI's acts, errors, or omissions, except those consequences which would not have been prevented or mitigated with SAI's review services.

**Applicable Laws:** Unless otherwise specified, this agreement shall be governed by the laws of the State of Arizona.

Thank you for the opportunity to present this proposal to you. If you have any further comments or questions, please do not hesitate to contact me. If this proposal is acceptable to you, please sign and return with your retainer.

Sincerely,

| Toll Bent gans 9/3/2-             |                      |      |
|-----------------------------------|----------------------|------|
| Todd Brautigam, AIA, NCARB        | Authorized Signature | Date |
| President and CEO                 | ŭ                    |      |
| Selberg Associates, Inc.          |                      |      |
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Rob Sampson

Vice President and COO Selberg Associates, Inc.

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Printed Name and Title