

September 17, 2024

Slater Stewart  
Town of Truckee  
10183 Truckee Airport Rd,  
Truckee, CA 96161

**RE: Truckee Town Hall Security Gate in Truckee, CA  
Structural Engineering Professional Services Proposal**

Slater,

We are pleased to present our proposal for engineering services for the above-mentioned project located Truckee Town Hall in Truckee, California. This proposal is between ZFA Structural Engineers (Consultant) and the Town of Truckee (Client) and provides structural engineering services from Construction Documents through the completion of Construction Administration and Project Closeout. Our proposed project scope is based on the concept drawings dated January 25, 2024 and subsequent conversations with the Town of Truckee.

## **PROJECT DESCRIPTION & UNDERSTANDING**

The project consists of a new security fence and automated vehicle gates enclosing an approximately 46,000 square foot portion of the existing parking lot surrounding the Town Hall. The fencing is expected to be approximately 6 foot tall premanufactured wrought iron fencing conforming to Town of Truckee Municipal Code Development Standards. The vehicle gates are expected to integrate with the existing building management system to provide electronic access. New security cameras will be installed at each gate. The cost of construction is expected to exceed \$200,000 and a Certified Access Specialist (CAsp) inspection will be required per the Town of Truckee ordinance. No other landscaping or site work is anticipated.

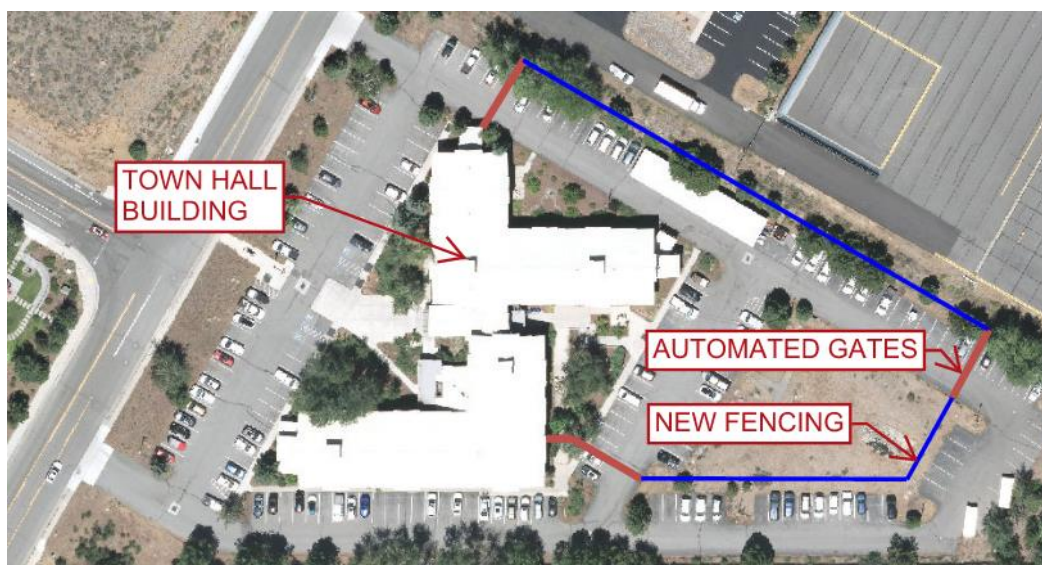


Figure 1: Conceptual Layout of New Security Fencing

There are only expected to be Structural, Electrical, and CASp consultants as part of the design team. An allowance for a Civil consultant is included in the project fee for any unforeseen scope. It is understood that the Town of Truckee has already engaged a Land Surveyor to perform a survey and generate a site plan and topographical plan in CAD format. The Town of Truckee will utilize their own design professional staff to provide cost estimation, architectural selections, ADA requirements, and fill any remaining scope gaps.

### **SCOPE OF SERVICES AND APPROACH**

Our overarching approach is to provide full service engineering and to focus on strong collaboration and coordination with all team members. The following lists the scope of services that will be provided for this project. ZFA will be the point of contact for the Town of Truckee, facilitate design meetings, and coordinate with their design consultants.

#### ***Construction Documents (CD)***

1. Lead meetings with stakeholders to coordinate design work.
2. Attend site visits as necessary to understand site conditions. We anticipate (2) site visit during this phase.
3. Develop project schedule.
4. Prepare refined drawings with fully developed plans and details that include coordination with electrical design.
5. Prepare Construction Document drawings for 65% and 95% milestones. Construction documents will include limited architectural sheets including a site plan and elevations of the of the gates in addition to the structural drawings.
6. Prepare finalized specifications that are coordinated with the design.
7. Provide structural calculations for permit submittal.
8. Submit construction documents to the Town of Truckee building department.
9. Review and provide written responses to plan check comments from the local building department as required to obtain a building permit. Assumes up to (2) rounds of comments.
10. Coordinate with design consultants and building department plan reviewer through plan review process.
11. Meet with local jurisdiction to assist with expediting the review of the building permit application as required.

#### ***Bidding and Negotiation***

1. Review estimates and bids and provide observations on budget and relative costs.
2. Prepare responses to questions from prospective bidders, as well as clarifications for Addenda to the Bidding Documents.
3. Provide value engineering and cost reconciliation recommendations as required.

#### ***Construction Administration (CA)***

1. Attend meetings and site visits as deemed required by the Town of Truckee, but at a minimum to meet the code-required construction observation requirements. We assume up to (2) site visits during this phase.
2. Review and manage submittals for all disciplines. We will review each submittal no more than two times (initial submittal and one resubmittal). If additional submittal reviews are required thereafter, there will be an additional service request.
3. Respond to Requests for Information (RFIs), normally within two working days.
4. Review and comment on change orders.

***Project Closeout***

1. Perform final walkthrough and assist in developing punch list.
2. Work through change orders and related discussions.
3. Provide as-built drawings; these would be developed as the project is under construction.
4. Provide final closeout letter when the construction is in accordance with the design intent.

**ASSUMPTIONS**

The following assumptions have been used to develop this fee proposal.

1. The structural design shall conform to Title 24, California Code of Regulations, Part 2, 2022 edition.
2. The Town of Truckee will guide selections of gate hardware and fencing. Consultant will specify materials.
3. CAD floorplans of the existing structure are not available and will be generated as part of the project scope.
4. The CASp assessment report will cover both the site and interior of the building.
5. A geotechnical report will not be required and the foundation design will utilize code minimum presumptive soil values.
6. Specifications will be placed on the structural drawings. (Book Specifications not required)
7. The Town of Truckee will advertise/lead the bid process.
8. Building site is flat.
9. Phases will proceed in linear fashion. Large delays in the design schedule could require additional services.

**PROJECT SCHEDULE**

Construction documents are expected to be complete, permitted, and ready for public bid prior to January 2025. We anticipate 6-10 weeks from notice to proceed until construction documents are ready to submit to the building department.

**PROJECT FEE**

Our fee for the above services is a not-to-exceed total of \$54,300, which is itemized as estimates per phase in the table below. An add-alternate is provided for generating interior floor plans of the existing building in CAD format. Consultants' proposals have been provided in attachment B. If required, additional services will be provided on Time and Materials basis, billed hourly per the billing rates listed in the attached Terms and Conditions (Attachment A) for items outside the scope of this agreement.

**ZFA (Structural and Project Manager) Fee Breakdown Table**

<b>Phase</b>	<b>Fee</b>
Construction Documents	\$15,000
Interior Floor Plan CAD Generation	\$4,000
Plan Check Process	\$3,000
Bidding	\$2,000
Construction Administration / Project Closeout	\$6,000
<b>Total</b>	<b>\$30,000</b>

**EDGE (Electrical Consultant) Fee Breakdown Table**

<b>Phase</b>	<b>Fee</b>
Construction Documents	\$8,000
Plan Check Process	\$1,000
Bidding	\$1,000
Construction Administration / Project Closeout	\$4,000
<b>Total</b>	<b>\$14,000</b>

**STCI (CASp Consultant) Fee Breakdown Table**

<b>Phase</b>	<b>Fee</b>
Interior & Exterior CASp Evaluation and Report	<b>\$10,300</b>

If, through the design process, it is determined that additional consultants are necessary to cover scope beyond ZFA's expertise, additional services will be required to cover their costs.

**EXCLUSIONS**

The following items are excluded from this fee proposal.

1. Significant changes after the 65% CD phase.
2. Site structures beyond those noted in the Project Description including but not limited to retaining/site walls, light post footings, free standing trellis/canopies, signage, etc.
3. Building department and permitting fees.
4. Redesign work for Contractor errors or substitutions.
5. Renovations or improvements based on the findings of the CASP consultant.

**TERMS AND CONDITIONS**

This agreement includes the Terms and Conditions attached in Attachment A: Terms and Conditions.

**PROJECT AUTHORIZATION**

We appreciate the opportunity to work with you on this project. We have attempted to anticipate the services required to successfully complete this project. If our fee is not in accordance with what you anticipated, please contact me. Should you find this proposal acceptable, please return a signed copy of the attached Terms and Conditions document (Attachment A), along with this letter.

Thank you for providing us the opportunity to be considered to join your team.

**Offered by:**

**ZFA STRUCTURAL ENGINEERS**



Daniel Nouri, PE  
Senior Engineer



Mickey Kellogg, SE  
Principal  
September 17, 2024

**Accepted by:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT A:****ZFA STRUCTURAL ENGINEERS TERMS AND CONDITIONS****1. BILLINGS/PAYMENTS**

Invoices will be submitted monthly for labor charges and reimbursable expenses and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and ZFA Structural Engineers may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. In addition, a service charge of 1.5 percent per month on the past due principal balance may be charged. In the event any portion or all of an account remains unpaid 90 days after billing, the Client will be liable for any costs of collection if necessary, including reasonable attorney's fees plus court and related costs. All late payments will be applied first to interest, then to attorneys' fees and costs, and lastly to principal. Visa and Mastercard payments are accepted and will be charged a convenience fee of 2.0% of the total invoice amount.

**2. REIMBURSABLE EXPENSES**

Expenses other than labor charges that are directly attributed to our professional services are invoiced at our cost plus 10 percent. Reimbursable expenses typically include: 1) extra prints and reproductions, 2) special delivery (e.g. overnight) costs, 3) sub-consultants hired for the project by ZFA Structural Engineers with Client's authorization and 4) any and all work, fees, expenses and costs that are not specifically listed and identified in the Agreement, Description, and Scope of Services.

**3. SUSPENSION OF ENGINEERING SERVICES**

If the Client fails to make payments when due or otherwise is in breach of *this Agreement or any other Agreements* Client has made with ZFA Structural Engineers, ZFA may suspend performance of *all* services entailed by these agreements upon five (5) calendar days' notice to the Client. In such instances, ZFA Structural Engineers shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of the Agreement(s) by the Client. In such instances, ZFA Structural Engineers shall also have the right, at its sole discretion, to apply any payment(s) under any one Agreement, to the balance owed under any of the Agreements between parties. Notwithstanding any of the foregoing the obligations of the Client under any Agreement(s) with ZFA Structural Engineers, remain separate and independent obligations of the Client, and nothing herein shall be construed to invalidate any portion of any of the respective Agreement(s).

**4. INDEMNIFICATION**

To the fullest extent permitted by law, the undersigned Client shall indemnify and hold ZFA harmless from any and all actions, causes of action, damages, claims, costs, demands and expenses including attorneys' fees, that result from injuries to and/or deaths to any and all persons, including but not limited to, ZFA and its employees, arising out of or connected in any manner with the performance or purported performance of the construction work specified or referenced in this Agreement; and for any and all destruction, including loss of use of any property, arising out of or in connection with the work specified or referenced in this Agreement, except when such actions, causes of actions, damages, claims, costs, demand, and expenses including attorneys' fees are due to the sole active negligence of ZFA.

**5. STATUTE OF LIMITATIONS**

As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion.

**6. TERMINATION**

This agreement may be terminated by either party within five (5) days of written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, ZFA Structural Engineers shall be paid for services performed through the termination notice date, including reimbursable expenses due.

**7. EXPIRATION**

This Proposal and Agreement will expire automatically within 90 days from the date this document is issued and signed by ZFA, unless accepted and signed by Client within 90 days thereof, without modification.

**8. ACCESS TO SITE**

Unless otherwise stated, ZFA Structural Engineers will have access to the site for activities necessary for the performance of the services.

**9. HIDDEN CONDITIONS**

If ZFA Structural Engineers has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If 1) the Client fails to authorize such investigation or correction after due notification, or 2) ZFA Structural Engineers has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this



condition, and ZFA Structural Engineers shall not be responsible for the existing condition or any resulting damage to persons or property.

10. **CONSTRUCTION MEANS & METHODS**

ZFA Structural Engineers shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

11. **OTHER PROVISIONS**

ZFA Structural Engineers will prepare drawings and specifications in a timely manner, but ZFA Structural Engineers is not responsible for delays occasioned by factors beyond its control, nor by factors which could not reasonably have been foreseen at the time this agreement was executed. Unless a specific deadline or schedule is agreed to under the Description and Scope of Services, then all work under this Agreement shall be performed in a reasonable time as determined by ZFA Structural Engineers. If Client suspend(s) and restart(s) the work or project, ZFA will be entitled to bill Client for any remobilization and extra costs as agreed upon with client.

One or more waivers by either or both parties of any provision, part of any provision, term condition, or covenant of this agreement shall not be construed as a waiver by either party of any other provision, part of any other provision, term, condition or covenant of this agreement.

Any opinion of construction cost offered by ZFA Structural Engineers represents the judgment of a design professional and is supplied for your general guidance, but ZFA Structural Engineers does not guarantee the accuracy of its opinion as compared to actual contractor bids or actual cost to the owner.

12. **OWNERSHIP OF DOCUMENTS, MODELS, AND ELECTRONIC FILES**

All computer analysis and building information models (BIM), drawings, plans, calculations, and specifications are instruments of service and shall remain the property of ZFA Structural Engineers, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to ZFA Structural Engineers.

BIM model, CADD files, PDF documents, Digital Images, Scans, data, etc in any form of electronic media shall herein be referred to as "Electronic Files." Electronic files shall not be considered to be Contract or Construction Documents. Electronic Files do not in any way supersede or supplement the information included in the plans and specifications. Use of Electronic Files is not mandatory. Unless specifically noted in this agreement, an approved recipient, having the capability, may use the file as an added resource for conceptual understanding only. Transfer of Electronic Files is subject to all provisions of ZFA's Indemnification Agreement for Computer-Based Information.

13. **VENUE**

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be laid in County of work.

14. **DISPUTE RESOLUTION**

At the discretion of ZFA Structural Engineers, all claims, counterclaims, disputes or other matters in question between the parties hereto arising out of or in relation to this Agreement or the breach thereof will be presented to non-binding mediation, subject to the parties agreeing to a mediator(s).

15. **ENTIRE AGREEMENT**

This Agreement is solely for the benefit of the signatories hereto and represents the entire and integrated agreement between the parties, and unless specifically referenced herein, supersedes all prior negotiations, representations or proposals, either written or oral. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement's terms shall remain in full force and effect and shall not be affected thereby. This Agreement or any part thereof shall not be assigned or transferred by Client, without the prior consent of ZFA Structural Engineers.

16. **CONTINGENT GUARANTEE**

The representative of Client, who executes this Agreement, hereby represents and guarantees that Client is financially solvent and an ongoing business concern, and has the necessary resources to fulfill all obligations, including all financial obligations, of this Agreement. In the event that Client is unable to fulfill any of the obligations under this Agreement, within the timeframe called for in the Agreement or on demand, then said representative shall, on demand, be deemed personally liable to ZFA Structural Engineers, for any and all such obligations. In addition to the foregoing, during the existence of this Agreement, this contingent guarantee shall be binding on the following: as to a corporate Client, on all officers and shareholders; as to a limited liability company Client, on all members; as to any partnership Client, on all partners.

If Client or its representatives object to any of the foregoing, then Client must present to ZFA Structural Engineers at the time of execution of this Agreement, in writing, evidence of financial credit worthiness. Such evidence shall include, but not be limited to: current Dun & Bradstreet Report, current annual and quarterly Financial Statements, a current Credit Line Statement, current list of ongoing construction projects, and the last three banking statements for Client.

17. **PROJECT INFORMATION**

Upon execution of this Agreement by Client, Client will provide ZFA Structural Engineers, the physical address and legal description of the project property, and will identify by name, address and telephone number, the owner, architect, construction lender and/or surety for the project, including the reference number(s) for any loan and/or surety bond.

18. **BILLING RATES**

Executive Principal .....	\$220.00 per hour	Designer .....	\$115.00 per hour
Principal .....	\$200.00 per hour	Project BIM Manager .....	\$140.00 per hour
Associate Principal .....	\$175.00 per hour	Senior BIM Tech .....	\$130.00 per hour
Senior Associate .....	\$165.00 per hour	BIM Technician .....	\$110.00 per hour
Associate.....	\$155.00 per hour	Engineering Support .....	\$75.00 per hour
Senior Engineer.....	\$140.00 per hour		
Engineer.....	\$130.00 per hour		

19. **LIMIT OF LIABILITY**

*Neither ZFA Structural Engineers, their sub consultants, nor their agents or employees shall be jointly, severally, or individually liable to the Client in excess of ten times the compensation to be paid pursuant to this Agreement or (\$50,000), whichever is greater, by reason of any act or omission, sounding in tort or contract, including breach of contract, breach of warranty, or negligence.*

**Offered by:**

**ZFA STRUCTURAL ENGINEERS**



Mark Moore, SE  
Executive Principal  
September 17, 2024

**Accepted by:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_