

HAWLEY PETERSON SNYDER

Architecture • Interiors • Planning

February 4, 2019

City of Mountain View
Public Works Department
Capital Improvements Division
500 Castro Street
P.O. Box 7540
Mountain View, CA 94039

Attention: Fred Fallah
Project Manager

Reference: MV Center for the Performing Arts Second Stage Addition
HPS Project #: P18-189

Dear Fred:

It is our pleasure to submit this revised proposal for Architectural and Engineering Services related to the proposed addition to the existing Mountain View Center for the Performing Arts located at 500 Castro Street. We look forward to working with you, Public Works Department staff and others to meet the City of Mountain View's goals for this important project.

This letter represents our proposal to provide Architectural Services; incorporating changes discussed at our 12/06/18 meeting. Further, since the addition was originally designed under the 2010 CBC, the Team will review the project and incorporate any necessary changes as a result of CBC related amendments since the 2010 publication. Lastly, we will submit for permit and respond to any plan review comments; and, assist you during the Bidding and Construction Phases. We have outlined below our understanding of the Scope of Work we believe necessary to complete the Architectural tasks. Detailed descriptions of services performed by other team members such as Civil, Landscape, Structural, MEP, Cost Estimator and Access Specialist are provided under separate cover.

Architectural Scope of Work Summary**Existing Drawings Verification & 3-D Model Upgrade (\$3,518)**

- Review of existing Addition drawings dated 03/06/12 with special emphasis on potential code changes since 2010. Update backgrounds, as necessary, and distribute to the Team for incorporation.
- Bring up to date the design model (Revit 2009) to a more current/ compatible software version (Revit 2019).

Amend Construction Documents (\$10,864)

- Design and incorporate a new canopy (material TBD) to be located above the existing Roll-up door located at the truck dock.

- Coordinate with mechanical & electrical design team members to incorporate new VRV units into the design; and, verify / review the adequacy of the lighting design and electrical capacity.
- Modify documents, as necessary, to incorporate changes. Fully developed scaled plans, elevations, details and specifications will be prepared for building permit submission and bid.
- Attend a pre-submittal meeting with you and the City CBO to ensure the documents are complete. It is assumed that Planning approval will be done at staff level and no separate submittals or presentations are needed.

Permitting, Proposal & Award (\$6,536)

- Respond to plan review comments and resubmit for approval, as necessary.
- Assist you in responding to inquiries pertaining to the drawings and specifications by bidding contractors. Prepare written Addenda as appropriate to clarify or expand the scope of work.

Construction Administration (\$38,898)

- Respond to RFI's and review submittals.
- Attend / participate in a pre-construction meeting and periodic OAC meetings.
- Perform periodic construction observation to monitor the quality and progress of the work; and, prepare a punch list at the time of substantial completion.

Project Close-out (\$3,350)

- Prepare record drawings and specifications based on As-built documents provided by the General Contractor.

Services not applicable and/or excluded from this Proposal*

- Any specialized public hearings, presentations, renderings, or models.
- Changes in design due to unexpected existing conditions within the existing building and surroundings.
- Remediation documentation beyond the confines of the area of work as a result of the findings in the Accessibility Survey.
- Furniture and equipment design and coordination.
- LEED documentation.

*A separate fee proposal for the above tasks can be provided if deemed appropriate.

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Fee Summary

Based on the above Scope of Work:

Please refer to the attached Estimated Fees spreadsheet for a detailed breakdown of fees for each phase

Hawley Peterson Snyder

Drawing Verification & Model Upgrade	\$3,518
Construction Documents	\$10,864
Permitting, Proposal & Award	\$6,536
Assist Cost Estimate / Accessibility Survey	\$4,200
Construction Administration	\$38,898
Project Closeout	<u>\$3,350</u>
Sub Total	\$67,366

Sandis (Civil)	\$2,650
Tom Klope (Landscape)	\$6,460
Rutherford + Chekene (Structural)	\$36,800
AlfaTech (Mech / Elec. Plumbing)	<u>\$35,808</u>
Sub Total	\$81,718

M Lee Corp. (Cost Estimate)	\$9,840
KU Consulting (Access Specialist)	<u>\$11,050</u>
Sub Total	\$20,890

Total Fee for Basic Services **\$169,974**

We are requesting **\$169,974** for professional design fees through Project Closeout; and, we estimate **\$7,000** for reimbursable expenses making the total Contract amount **\$176,974**

We recognize the importance of this Project and enthusiastically commit our Firm resources to work closely with you and the City of Mountain View to make this Project a complete success. Please contact us with any questions or comments upon review and thank you again for your consideration.

Sincerely,
HAWLEY PETERSON SNYDER
Architecture · Interiors · Planning



Kevin Davies, AIA
Principal

CMV
Center for the Performing Arts Expansion
Architectural Fee Summary

Task Phase	Total by Phase	Hrs
I Dwg. Verification - Model Upgrade	\$ 3,518.00	20
II Construction Documents	\$ 10,864.00	64
III Permitting Assistance + Bid	\$ 6,536.00	39
IV Cost Estimate / Accessibililty Survey	\$ 4,200.00	24
V Construction Administration	\$ 38,898.00	232
VI Project Close-out	\$ 3,350.00	20
Total for Project	\$ 67,366.00	399

CMV Center for the Performing Arts Expansion

<i>TASKS</i>		<i>Principal</i>	<i>Project Manager</i>	<i>Sr. Project Architect</i>	<i>Sr. Interior Designer</i>	<i>Architect / Sustainability Consulting / Job Captain</i>	<i>Medical Planner</i>	<i>Intermediate Planner / Designer</i>	<i>Intermediate Planner / Designer</i>	<i>Junior Planner / Designer</i>	<i>Junior Planner / Designer</i>	<i>Graphic Coordinator</i>	<i>Draftsperson</i>	<i>Technical Support</i>	<i>Total by Phase</i>
I	Verification	2	0	0	4	12	0	0	0	2	0	0	0	0	20
II	Construction Documents	2	14	2	2	30	0	0	0	10	0	0	0	4	64
III	Permitting Assistance	2	5	1	1	20	0	0	0	0	8	0	0	2	39
IV	Cost Estimate / Accessibility Survey	0	10	8	2	0	0	0	0	0	0	0	0	4	24
V	Construction Administration	2	24	16	12	124	0	0	0	48	0	0	0	6	232
VI	Project Close-out	0	4	0	2	8	0	0	0	6	0	0	0	0	20
	Total Hours by Staff Type	8	57	27	23	194	0	0	0	66	8	0	0	16	399

PREVAILING SCHEDULE OF CHARGES - 2018**1. Per Hour Rates****Project Rates**

Principal	\$216.00
Studio Director	\$190.00
Sr. Architectural Designer	\$180.00
Sr. Interior Designer	\$180.00
Sr. Project Architect	\$180.00
Sustainability Consulting	\$175.00
Project Architect	\$165.00
Project Interior Designer	\$165.00
Project Manager	\$160.00
Architect/Designer/Interior Designer	\$150.00
Job Captain	\$145.00
Draftsperson	\$135.00
Graphic Coordinator	\$120.00
Technical Support	\$ 95.00

2. Travel Expense

Automobile travel is charged at an IRS allowance rate @.535 cents per mile

3. Printing and Other Services

- Outside printing and other services are charged at cost.
- In-house printing is charged as follows:

B/W copy (8.5" X 11")	\$.25/copy
B/W copy (11" x 17")	\$.50/copy
Color printing (8.5" x 11")	\$ 2.00/sheet
Color printing (11" x 17")	\$ 4.00/sheet
Black/White Plotting (30" x 42")	\$15.00/sheet
Color Plotting (30" x 42")	\$90.00/sheet

Rates subject to change

December 13, 2018
Project No. 211146

Kevin Davies
Hawley Peterson Snyder
1237 E. Arques Avenue, Suite B
Sunnyvale, CA 94085
T: 650.968.2944
E: kdavies@hpsarch.com

**RE: MOUNTAIN VIEW CENTER FOR THE PERFORMING ARTS
ADDITIONAL SERVICE REQUEST**

Dear Kevin,

This letter is our amendment to the original proposal dated September 9, 2011 for the above referenced project.

The following scope of work is included in this amendment:

CONSTRUCTION DOCUMENT REVIEW AND PERMITTING **\$1,200**

- Review design and make sure it still meets codes
- Address up to two (2) rounds of comments from City of Mountain View

CONSTRUCTION ADMINISTRATION **\$1,450**

- Attend one (1) site visit.
- Address RFIs.

Our additional services will be provided for the amount listed above and will be performed under the provisions of our current agreement.

If this proposal meets with your approval, please return a signed copy of this letter to our Campbell office as your authorization to proceed.

Regards

Approved

SANDIS

HAWLEY PETERSON SNYDER



Nate Dickinson, PE
Senior Project Manager

By: _____



Title: _____

Chad Browning, PE
Associate Principal

Date: _____

ND/beh



December 17, 2018

Mr. Kevin W. Davies, AIA
Hawley Peterson Snyder
1237 E. Arques Avenue, Suite B
Sunnyvale, California 94085

Subject: Landscape Architectural Services Proposal
CMV – Mountain View Center for the Performing Arts
Second Stage Addition Continuing Services

Dear Kevin:

Thank you for this opportunity to continue as the consulting landscape architects for the Mountain View Center for the Performing Arts project team. We look forward to providing Construction Documentation Plan Check comment responses; evaluation of our Construction Documents in relation to code changes since 2012; Construction Administration services; and Project Closeout Record Documentation.

After reviewing the 2012 drawings and visiting the site to observe the current site conditions, we offer the following proposed lump sum fee for each aspect of the requested services at this time:

<u>Task</u>	<u>Fee</u>
1. Current Document Code Evaluation	\$ 1,020.
2. Current Document Updating	\$ 1,360.
3. Response to City Comments	\$ 680.
4. Construction Administration	\$ 2,720.
5. <u>Project Closeout</u>	<u>\$ 680.</u>
Fee Total:	\$ 6,460.

Direct project costs such as printing and drawing reproduction for project closeout as required by the City of Mountain View are estimated at \$700 and are in addition to the above lump sum fee.

Invoices are submitted based on the progress of the project and are due upon presentation.

Either Client or Landscape Architect may terminate this Agreement upon seven days written notice. If terminated, Client agrees to pay Landscape Architect for all services rendered up to the date of termination. Upon not less than seven days written notice, Landscape Architect may suspend the performance of services if Client fails to pay Landscape Architect in full for services rendered. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Landscape Architects are licensed by the state of California.

Thank you for the opportunity to present our proposal which will remain in effect for sixty days. If this agreement meets with your approval, please sign below and return a copy to my office. I look forward to contributing to your project team.

Yours truly,



Thomas Klope, ASLA; RLA #2337

TMK/spk

Thomas Klope Associates, Inc

By:



Thomas Klope, President

APPROVED AND ACCEPTED:

By:

Date:



January 3, 2019

Kevin W. Davies, AIA
Hawley Peterson Snyder
Architecture · Interiors · Planning
1237 E. Arques Avenue, Suite B
Sunnyvale, CA 94085

P2018-249R

Subject: **MOUNTAIN VIEW CENTER FOR THE PERFORMING ART
SECOND STAGE ADDITION
PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES**

Dear Mr. Davies:

We are pleased to present our proposal to furnish professional services for the subject project. Based on the information you have made available to us, we have endeavored to be as responsive as possible to your requirements. The following provides our understanding of the project, our proposed scope of services, and our proposed fees. Should you have any questions or comments regarding this proposal, please contact this office at your earliest convenience.

DESCRIPTION OF PROJECT

The project consists of adding support space (roughly 1,400 square feet) to the existing Mountain View Center for the Performing Arts. The project was begun in 2009 and then stopped at the end of the construction documents phase prior to permit submittal (2012). We understand that there will be no changes to the building and/or the structural system that is shown in these documents with the exception of the addition of a canopy over a roll-up door. The one-story addition is framed with a post and beam system consisting of structural steel tubes and wide flange shapes. A portion of the addition is supported on the 1st level of the existing building which is composed of a reinforced concrete structural slab supported on a either a reinforced concrete beam and column system or reinforced concrete basement walls. It is seismically separated from the existing structure. The lateral-load-resisting-system is shearwalls that utilize Sureboard[®] sheathing on light-gauge metal stud framing. The foundation system is helical drilled piers interconnected by a grid of reinforced concrete grade beams.

SCOPE OF SERVICES:

Our structural scope components are identified in the matrix below. Our basic scope of services, including exclusions, is described in detail in the attachment entitled Rutherford + Chekene Structural Scope of Services.

Item	Description
Project kick-off	Familiarize with project scope. Attend one team meeting.
Prepare Calculations	Review calculations. <ul style="list-style-type: none"> Review lateral load resisting system calculations for conformance to current Code. Revise and/or details as required. Review gravity loads.

Item	Description
Revise and complete drawings	Review drawings. Revise as required for completeness and changes in design loads. Complete Sureboard details to current Code requirements.
New canopy	Design and document new canopy structure.
Coordination	Allow 8 hours of coordination with architect
Project Specifications	Review and update to current Code and/or conditions where required.
Project Testing and Inspection	Complete Testing and Inspection program, including forms, as required by the permitting agency.
Plan Check	Respond to routine plan review comments.
Bid	Respond to routine bid questions.
Construction Administration	
Submittals	Assume the following submittal review: <ul style="list-style-type: none"> • Concrete reinforcement, accessories, mixes, and miscellaneous items. • Structural steel • Metal deck • Sureboard products and accessories, light gauge metal stud framing.
Deferred approvals	Exterior cladding system review for loads to the primary structure.
Site visits	Four (4) site visits. Foundation prior to concrete pour, slab-on-grade prior to concrete pour, structural steel erection and metal deck installation, plus one post-construction visit.
RFI's	Responding to routine RFI's. (Assume 15 RFI's)
Design Assist	Allowance for miscellaneous design assist for architectural components during construction. (8 hours)
Close-out	Preparation of conformed documents

ASSUMPTIONS

1. We assume that field measurement of the existing structures is not required and field measurement is excluded from basic services.
2. We assume that the basic structural system as developed previously will be submitted for permit. Changes to this system will require an add-service commensurate with scope of change.
3. Refer to the attached Rutherford + Chekene Structural Scope of Services for exclusions.

DELIVERABLES

Our deliverables are described in our detailed Rutherford + Chekene Structural Scope of Services.

SCHEDULE

The project schedule has not been determined.



Kevin Davies
Hawley Peterson Snyder

January 3, 2019
Page 3

COMPENSATION FOR SERVICES

Our fee to perform the services described herein for a lump sum fee of **\$36,800**. Our estimated total fee is allocated to the various phases according to the following schedule.

Construction Documents and Plan Check	\$ 19,600
Bid	\$ 1,200
Construction Contract Administration (CA)	<u>\$ 16,000</u>
Total	\$ 36,800

TERMS AND CONDITIONS

Upon completion of successful negotiation and execution of a contract form acceptable to both parties, we will be pleased to commence performance of the professional services described in this proposal. In the event you require us to begin work before such a contract is executed, or in lieu of such a contract, we will utilize our Standard Terms and Conditions (attached).

If you wish to accept this proposal and request us to proceed with the performance of professional services as described herein, please have an authorized representative indicate such agreement by signing and returning an original of this proposal to us for our files.

Sincerely,

RUTHERFORD + CHEKENE

Accepted by: Hawley Peterson Snyder

Ann E. Roche, S.E
Associate Principal

Signature: _____

AER/hb

Name/Title: _____

Date: _____

Attachments: Structural Scope of Services
Schedule of Charges (2018-19 Schedule Standard)
Standard Terms and Conditions



**RUTHERFORD + CHEKENE
STRUCTURAL SCOPE OF SERVICES
P2018-249**

I. General

- .1 Scope includes the same professional services for the Structural Part of the Project, as the Architect is required to provide the Owner under the Prime Agreement.

The Structural Part of the Project, for purpose of definition of the scope of full services, is limited to the primary structural system. The Primary Structural System includes structural floor and roof assemblies, structural frame, load-bearing walls, lateral force-resisting elements for seismic and wind resistance, elements to resist the action of earth pressure on the building, and foundations. The Primary Structural System does not include nonstructural elements, such as the exterior facade or secondary structural elements such as stairs.

Scope also includes structural services for nonstructural elements, or Design Assist, as defined herein.

- .2 Scope includes participation in telephone conferenced calls through the project duration, all meetings are assumed to take place electronically.
- .3 Scope includes participation in four site visits during the CA phase, as required by the California Building Code.
- .4 Scope includes review of cost estimates prepared by cost consultant. Review will be for quantities of structural materials.
- .5 Scope includes response to routine plan review comments by the permitting agency.

II. Construction Documents Phase

- .1 Develop completed structural plans, specifications and calculations, suitable for building permit review and construction.
- .2 Confirm that the as-designed structure is in compliance with the the 2016 California Building Code requirements including:
- .1 Review support facade and storefront reactions. Determine primary support attachment points to the existing structure and design secondary support framing as required.
 - .2 Lateral Load Resisting System
 - .3 Foundation requirements.
- .3 Provide an allowance of 8 hours for Design-Assist to the Architect. It is assumed that the final design of nonstructural elements requiring structural input, including railings, partial height partitions, partitions, and architectural components have been completed.

Construction Administration Phase

- .4 Provide construction administration services over construction schedule.
- .5 Prepare Testing and Inspection form as required by the permitting agency.
- .6 Assist the Architect in determining whether Work is acceptable.
- .7 Perform review of submittals for all components of the Primary Structural System.
- .8 Perform review of architectural components for conformance with structural design criteria and structural details prepared by R+C. Review for reactions to structure.
- .9 Provide interpretations and clarifications to Contract Documents, as requested by the Architect.
- .1 Presence on site: It is anticipated that persons will perform four (4) site visits to observe the work. Provide Structural Observation of the work in conformance with requirements of California Building Code.

III. Close Out

- .1 Preparation of structural record documents in approved format incorporating Contractor's as-built markups.

IV. Additional Services

The following services are excluded from Basic Structural Engineering Services, but may be provided as additional services:

- .1 Additional site visits.
- .2 Additional meetings at the architect's or owner's offices.
- .3 Changes to the Project Geotechnical Report requiring re-design of and/or modifications to the foundation system.
- .4 BIM/Revit structural model is not included in basic services but can be provided as an additional service.
- .5 Design of site landscaping walls.
- .6 Design of stage lighting supports and other support systems.
- .7 Design of storefront and facade systems, except to assist in anchorage and attachment points to the primary structure. Basic services include the design of structural components to support reactions from facade/storefront and review of design for general conformance with structural design criteria.
- .8 Design of skylights, except main framing supports.
- .9 Documentation and submittal review of site landscape features, including paving, fountains, planters, landscape walls below 30", screen walls, fences, gates, greenhouses and trellises, is not included in our basic services. An allowance of 40 hours is provided in our basic services to provide advice to the landscape architect, civil engineer and lighting designer on structural issues related to site features, such as reinforcing of concrete elements or sizing of bollards, railing members or light pole foundation sizing and anchorage.
- .10 Performance-based engineering, including nonlinear static analyses.
- .11 Response history analyses, or other special seismic analysis, other than elastic spectral analysis.
- .12 Civil or geotechnical engineering services.
- .13 Preparation of multiple bid packages.
- .14 Vibration-related structural analyses.
- .15 Anchorage of Owner-supplied equipment, or other equipment not detailed in the Construction Documents.
- .16 Development of seismic qualifications for mechanical, electrical and plumbing systems.
- .17 Design of seismic anchorage and bracing for mechanical/plumbing/electrical/fire system distribution systems. We assume this scope will be performed by the contractor.
- .18 Design of seismic anchorage and bracing for mechanical/plumbing/electrical/fire system equipment. We can provide this scope as an additional service when the project equipment requirements are identified.



SCHEDULE OF CHARGES
EFFECTIVE 1 JULY 2018

PERSONNEL	*RATE PER HOUR
Executive Principals	\$230 to \$275
Principals	\$185 to \$230
Senior Engineers	\$130 to \$185
Design Engineers.....	\$105 to \$130
Revit/CADD Specialists.....	\$85 to \$160
OTHER PROJECT EXPENSES	
Mileage	Authorized IRS Reimbursement Rate
Incidental Expenses.....	Actual cost plus 10%
<i>(Reproduction, Processing, Postage, Delivery, etc.)</i>	

*Rates are subject to change on 1 July 2019.



RUTHERFORD + CHEKENE STANDARD TERMS AND CONDITIONS

1. GENERAL

1.1 Entire Agreement: These Terms and Conditions shall be used in conjunction with the Proposal, and shall be hereinafter defined as the Agreement. These combined documents shall constitute the entire Agreement and shall supersede any and all prior negotiations, correspondence or agreements between the Client (as defined by the Proposal) and Rutherford + Chekene ("Consultant") as related to the Project (as defined by the Proposal).

1.2 Standard of Care: Consultant agrees that its services are to be performed, within the limitations prescribed by the Proposal, in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering profession practicing contemporaneously under similar conditions in the locality of the Project. No other warranty or representation, expressed or implied, is made. The services to be performed by Consultant under this Agreement are intended solely for the benefit of the Client. Nothing contained herein shall confer any rights upon or create any duties on the part of Consultant toward any person or persons not party to this Agreement including, but not limited to any contractor, subcontractor or material supplier.

1.3 Assignments: Neither the Client nor Consultant may delegate, assign or transfer the duties or interest in this Agreement without the written consent of the other party. Consultant may employ such independent consultants, associates or subcontractors as it deems necessary for the performance of services under this Agreement.

1.4 Termination: This Agreement may be terminated, for any reason, by either party upon seven (7) days written notice. In the event of termination, Consultant shall be paid, pursuant to Paragraph 3 of this Agreement by the Client for services performed to and including the date of the notice of termination.

2. LIABILITY AND INDEMNIFICATION

2.1 Indemnification of Client and Consultant: Client and Consultant mutually agree to indemnify and hold each other harmless from any damages and losses, including reasonable attorney's fees, arising from their own negligent acts in their performance of the services under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault.

2.2 Liability and Limitations: The total aggregate liability of Consultant for damages due to negligence is limited to the fee received. Client agrees to indemnify and hold harmless Consultant for all liabilities in excess of that amount. Consultant will at all times maintain (a) workers' compensation insurance as required by law and (b) liability and property damage insurance coverage as directed by the Client. Certificates indicating such policies shall be provided to the Client upon written request.

3. COMPENSATION AND PAYMENT

3.1 Invoicing: Consultant shall submit invoices to the Client on a monthly basis, indicating either (a) the percentage of progress of completion of tasks indicated in this proposal, or the project as a whole, and the resultant fee due thereof, plus reimbursable expense incurred, or (b) an accounting of personnel time charges related to services performed, and the resultant fee due thereof based on standard billing rates, plus reimbursable expenses incurred.

3.2 Payment: Payment, as indicated by invoices, is due to Consultant upon presentation to Client and is past due thirty (30) days after this date. Consultant may, after giving prior written notice to the Client,



suspend services under this Agreement until payment has been made in full of all amounts past due. The Client agrees to pay Consultant all expenses incurred in connection with collection of any past due amounts.

3.3 Application of Retainer: In the event Consultant receives a cash retainer for services to be rendered Client, such amount shall be applied by Consultant to the final invoice submitted to Client with regards to the Project. Any monies owed Client at the completion of the Project shall be promptly remitted to Client.

4. OWNERSHIP OF DOCUMENTS

All field data, notes, calculations, estimates, drawings and other instruments of service shall remain the property of Consultant. Upon the receipt by Consultant of payment in full for invoices submitted to the Client under the terms of this Agreement, Consultant hereby grants to the Client the right to utilize such information in the manner intended under the terms of this Agreement. Any reuse of the instruments of service of this Agreement by the Client, without written authorization by Consultant for the specific purpose intended, is expressly prohibited.

5. CONTROL OVER CONSTRUCTION

The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Project, since these are solely the Contractor's responsibility under their contract for construction. The Consultant shall not be responsible for the Contractor's or a Subcontractor's schedule or failure to carry out the Project in accordance with construction documents. The Consultant shall not have control over or charge of acts or omissions of the Contractors, Subcontractors, their agents or employees or other persons performing portions of the Project.

6. CONSTRUCTION OBSERVATION

If, under the terms of this proposal, Consultant is to provide services to the Client for the purpose of observing specific portions of any construction work, Consultant will report observations and professional opinions to the Client. No action or activity of Consultant shall be deemed as altering any agreement between the Client and others. Consultant will report to the Client any observed work which, in Consultant's opinion, does not conform to plans and specifications. Consultant has neither the right nor responsibility to reject or stop work of any employee or agent of Client.

7. DISPUTE RESOLUTION

All claims, disputes and other matters between the Client and Consultant arising out of or in any way related to this Agreement or the breach thereof shall be subject to mediation as a condition precedent to arbitration and the institution of legal or equitable proceedings by either party. The Client and Consultant shall endeavor to resolve claims, disputes and other matters by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

December 17, 2018
Revised January 14, 2019

Kevin Davies
Hawley Peterson Snyder
1237 E. Arques Ave., Suite B
Sunnyvale, CA 94085

Regarding: Mountain View Center for the Performing Arts
Subject: Proposal for Mechanical, Electrical, and Plumbing (MEP) System Engineering Services / pps 18554 r1

Dear Kevin:

Thank you for requesting this proposal from AlfaTech (AT) to provide mechanical, electrical, and plumbing systems engineering services for the subject project. This proposal is based on the documents sent to us on December 7, 2018 and 2012 MEP drawings.

PROJECT DESCRIPTION

The project consists of the expansion of a performing art center. Most of the MEP design will be based on contract documents prepared in 2012 with the exception that VAV boxes will be replaced with VRF system and that lighting will be LED and lighting control. Title 24 will be provided for expansion building envelope.

SCOPE OF SERVICES

General

- 1.1 The program is to review the contract documents prepared in 2012 and update the documents based on 2016 code and provide modification to the drawings as necessary.
- 1.2 Attend three (3) meetings in person at HP&S office or with city of Mountain View project manager and two (2) Go To Meetings as required.
- 1.3 Provide one (1) site visit to review existing conditions and review record drawings.
- 1.4 Design HVAC system including roof top air conditioning unit(s), heating hot water boiler and piping systems ductwork, air distribution and controls.
- 1.5 Provide design of plumbing system including sanitary and vent piping, water heater(s), hot/cold water piping including plumbing fixtures and roof drain piping.
- 1.6 Provide design of power panel(s) and power distribution, lighting and lighting controls.
- 1.7 Provide building envelope Title 24 energy compliance calculations and prescriptive Title 24 for MEP System.

Project Deliverables Phases

- A. Contract Documents

US LOCATIONS

San Jose
San Francisco
Los Angeles

INTERNATIONAL

Europe
Asia
Middle East
Latin America
Africa

- B. Respond to city plan check comments
- C. Bidding
- D. Construction Administration

PART 2 - PROJECT DELIVERABLES

Contract Documents Phase

- 2.1 Perform building cooling, heating and ventilation load calculations.
- 2.2 Provide space requirements for mechanical equipment.
- 2.3 Provide mechanical cut sheet for VRF system equipment.
- 2.4 Review and comment on preliminary project cost estimate. (The cost estimate shall be provided by others).
- 2.5 Coordinate mechanical, electrical and plumbing documents with the other design team members and HP&S.
- 2.6 Establish major equipment space requirements and provide detailed drawings as required.
- 2.7 Define items to be coordinated in the bid specifications between consultants and HP&S.
- 2.8 Provide design and update 2012 of HVAC system, ductwork controls and plumbing system.
- 2.9 ATCE will review power requirements and update 2012 power distribution.
- 2.10 Provide design of power to VRF system equipment and control.
- 2.11 Provide lighting calculations and update the lighting and lighting fixtures with HP&S.
- 2.12 Provide design of lighting controls.
- 2.13 Provide performance specification for fire alarm system. Fire alarm system will be design build.
- 2.14 Provide design of plumbing systems including, domestic cold and hot water piping, sanitary sewer and vent piping and condensate drain piping for HVAC equipment.
- 2.15 Design of audiovisual system and theatrical lighting is not included.
- 2.16 Design card reader and locate security devices, back boxes, and conduit for security systems is not included.
- 2.17 Prepare Title 24 energy compliance calculations and forms for building envelope and prescriptive for mechanical, electrical and plumbing system. We do not anticipate any changes to existing building envelope.

- 2.18 Respond to City plan check comments and update contract documents.

Bidding Phase

- 2.19 Answer bid questions and RFIs from the contractor.
- 2.20 Provide clarification to contract documents.
- 2.21 Prepare addenda to the contract documents based upon HP&S format.

Construction Administration Phase

- 2.22 Review product data for all materials per specifications. Review Construction Documents prepared by the Contractor for conformance with Contract Documents.
- 2.23 Respond to Contractors questions.
- 2.24 The Project Manager / Senior Mechanical Engineer and Senior Electrical Engineer will provide a total of two (2) site visits during the project construction period.
- 2.25 Provide final job site visit and prepare punch list.
- 2.26 Review As-builts/record AutoCAD drawings prepared by contractor.
- 2.27 Review Operations & Maintenance manuals.

PART 3 - PROJECT ASSUMPTIONS

- 3.1 Site utility piping (domestic cold water, sanitary sewer line, and storm drain piping) shall be designed by others with the exception of gas piping, electrical power and fire alarm system. AT will coordinate with civil for point of connection 5'0" outside building.
- 3.2 Building footing drainage piping is designed and coordinated by others.
- 3.3 Owner requested design changes after completion of design development documents at any phase during the design will be considered an additional service.
- 3.4 Underground locating services, if needed, are provided by others. Demolition drawings for existing site utilities are not included, with the exception of power distribution and gas piping, which are in AT scope of work.
- 3.5 Independent cost estimating will be provided by others.
- 3.6 Consultants for acoustics, sound, and vibration design is not included in our fee. We will coordinate with these consultants, as required.
- 3.7 Commissioning, startup services and troubleshooting can be provided as an additional service.
- 3.8 Studies to evaluate existing mechanical system, distributive power, wind, geothermal and solar, etc. are not included but can be provided if requested.

- 3.9 Design of audio visual, security system, and rack mounted IDF/MDF equipment is excluded.
- 3.10 Structural design for the support of mechanical equipment and/or seismic bracing shall be provided by the Project Structural Engineer.
- 3.11 Construction drawings and record drawings shall be provided in AutoCAD by the Contractor.

PART 4 - ADDITIONAL SERVICES

- 4.1 AT will provide Additional Services when authorized. Work for additional services will be billed hourly in accordance with AT's current Billing Rate Schedule, or at a negotiated fixed fee, to be determined.

PART 5 - PROJECT SCHEDULE

AlfaTech will provide design and construction administration services based on the project schedule. The project schedule design and construction will not exceed more than 24 months from date of authorization to proceed.

PART 6 - COMPENSATION

Basic Services

AT proposes to perform the services outlined above for the Phased-Fixed Fee amount below. This amount will not be exceeded without your prior written authorization.

DESIGN FEE – Revised January 14, 2019

Phase	Fee
Review Dwgs, Meeting and Schematic Design/ Design Development	\$6,048
Contract Documents	\$13,568
Plan Check Review	\$3,552
Bidding	\$1,456
Construction Administration	\$9,184
Total	\$33,808

Reimbursables	\$800
Title-24	\$2,000

Reimbursable Expenses

Project-related reimbursable costs will be invoiced at cost plus 10%, over and above the basic services listed above. The estimated allowance for reimbursable expenses is included in the fee above. We do not anticipate travel outside of the Bay Area.

Reimbursable expenses include but are not limited to the following:

1. Printing Costs – Plots, blueprints, vellums, copies, and other reproduction costs.
2. Mailing and delivery expenses.
3. Auto expense (including mileage).
4. Out of Town Travel Expenses.
5. Outside Consultants.
6. Conference Call Expenses

<u>Reimbursable Type</u>	<u>Bill Rate</u>
In-House Final Plots	\$2.40/sq. ft.
In-House Check Plots	\$0.60/sq. ft.
In-House Prints	\$0.15/sq. ft.
In-House Copies	\$0.10 each
Mileage	\$0.545/mile
Out-Sourced Prints/Copies	Cost + 10%
Out-Sourced Delivery/Mailing	Cost + 10%
Out-of-Town Travel Expenses	Cost + 10%
Outside Consultants	Cost + 10%

PART 7 - STANDARD TERMS AND CONDITIONS

AlfaTech (“AT”) shall perform the services outlined in the attached proposal for the stated fee based upon the following terms and conditions. The attached proposal and these terms and conditions are collectively referred to herein as “this Agreement.”

- 7.1 **Scope of Services.** The Client and AT have agreed to a list of Basic Services AT will provide to the Client, as listed on the attached proposal. If agreed to in writing by the Client and AT, AT shall provide Additional Services. Additional Services are not included as part of the Basic Scope of Services and shall be paid for by the Client in addition to payment for Basic Services, in accordance with AT’s prevailing fee schedule.
- 7.2 **Validity.** The fees referenced in the attached proposal are valid for a period of 30 days from the date of the proposal. Upon written notice to proceed from the Client, it will be mutually understood that this Agreement has been accepted by the Client. A signed copy of this Agreement is required prior to AT commencing services.
- 7.3 **Performance.** AT shall perform its services in a manner that is consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. AT will perform these services with reasonable diligence and expediency consistent with sound professional practices. The Client and AT are aware that many factors outside AT’s control may affect AT’s ability to complete the services to be provided under this Agreement. The Client agrees that AT is not responsible for damages arising directly or indirectly from any delays for causes beyond AT’s control. Such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions.
- 7.4 **Information Provided by Client.** The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. AT may use such information, requirements, reports, data, surveys and

instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

- 7.5 **Governing Law and Jurisdiction.** The Client and AT agree that this Agreement, and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the Client and AT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Santa Clara County, California.
- 7.6 **Access.** Unless otherwise stated, AT will have access to the site for activities necessary for the performance of AT's services.
- 7.7 **No Hazardous Materials.** AT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site.
- 7.8 **Instruments of Service.** The Client acknowledges that all reports, drawings, specifications, computer files, field data, notes and other documents and instruments prepared by AT as instruments of professional service ("Instruments of Service") shall remain the property of AT. AT shall retain all common law, statutory and other reserved rights, including the copyright thereto. Upon execution of this Agreement, AT grants to the Client a nonexclusive license to reproduce AT's Instruments of Service for purposes of constructing, using and maintaining the project for which the instruments were prepared, provided that the Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. The Client shall not reuse or make any modification to the Instruments of Service without the prior written authorization of AT. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless AT, its officers, directors, employees and sub-consultants (collectively, "AT") against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Instruments of Service by the Client or any person or entity that acquires or obtains the Instruments of Service from or through the Client without the written authorization of AT.
- 7.9 **Certifications, Guarantees and Warranties.** AT shall not be required to sign any documents, no matter by whom requested, that in any way might increase AT's risk or the availability or cost of its professional or general liability insurance, or that would result in AT's having to certify, guarantee or warrant the existence of conditions AT cannot reasonably ascertain.
- 7.10 **Billings/Payment.** Invoices shall be submitted by AT monthly, and are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. Invoices not paid within thirty (30) days of the date of the invoice will be subject to a 1.5% interest charge per month until paid in full. No deductions shall be made from AT's compensation on account of penalty, liquidated damages, or other sums withheld from payments to contractors. Client agrees to pay all costs of collection, including attorneys' fees if legal action is required to enforce the payment provisions of this Agreement. If the Client objects to any portion of an invoice, the Client shall so notify AT in writing within fifteen (15) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute with supporting documentation and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within twenty-five (25) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days thereafter in accordance with the Dispute Resolution provision of

- this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts that are subsequently resolved in AT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
- 7.11 Termination/Suspension of Services. This Agreement may be terminated by either party at any time, with or without cause, with written notice submitted ten (10) working days prior to the termination date. In the event of termination, Client will pay AT for all services rendered and reimbursable expenses incurred up to the termination date. If the project is suspended for more than one month or abandoned in whole or in part, AT shall be paid compensation for services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with reimbursable expenses then due and all termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended, AT's compensation shall be subject to renegotiation. If the Client fails to make payments when due or otherwise is in breach of this Agreement, AT may suspend performance of services upon five (5) calendar days' notice to the Client. AT shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, AT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for AT to resume performance. If the Client still fails to make payment to AT in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by AT as set forth above.
- 7.12 Dispute Resolution. The parties agree to first try in good faith to settle any dispute under this Agreement by mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association. If the claim or controversy is not settled by mediation, the claim or controversy may be resolved by final and binding arbitration, if the parties so agree, or otherwise by civil litigation.
- 7.13 Indemnification. AT agrees to indemnify and hold the Client harmless from any claims, damages, liability, loss or cost (including reasonable attorneys' fees and costs of defense) (hereinafter "Claims") to the proportionate extent that such Claims are caused by AT's negligence or willful misconduct. The indemnity obligations provided under this section shall only apply to the extent such Claims are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence or willful misconduct of AT. These indemnity obligations shall not apply to the extent said Claims arise out of, pertain to, or relate to the negligence or willful misconduct of Client or Client's other agents, other servants, or other independent contractors, including the contractor, subcontractors of contractor or other consultants of Client, or others who are directly responsible to Client, or for defects in design or construction furnished by those persons. AT shall not have an upfront duty to defend, but shall reimburse defense costs pursuant to the indemnity obligation set forth above. The Client shall indemnify and hold AT harmless (including AT's shareholders, officers, directors, agents and employees) from any and all Claims arising out of or relating directly or indirectly to the project except to the extent such Claims are caused by AT's negligence or willful misconduct.
- 7.14 Responsibility for Costs. AT shall only be responsible for the cost of change orders to the extent they are caused by AT's negligent acts, errors, or omissions, where AT's services were not performed in accordance with generally accepted professional practices. Any value received by Client for such change orders shall be deducted from any liability costs to AT and AT shall be given the opportunity to negotiate with the job contractors and/or other contractors of AT's choice on any items that will result in liability cost to AT prior to the work proceeding. AT shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond AT's control or that AT would not reasonably be expected to have considered as part of a normal design process. Any

- charges assessed to AT shall be reduced by the difference between the total contract amount (or total fee budget for time and expense projects) and the actual amount previously paid to AT.
- 7.15 Construction Phase Responsibilities. AT shall visit the site as set forth in the attached proposal in order to become generally familiar with the progress and quality of the portion of the work completed, and to determine, in general, if the work observed is being performed in a manner indicating that the work, when fully completed, will be in accordance with the Contract Documents. However, AT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. On the basis of the site visits, AT shall keep the Client reasonably informed about the progress and quality of the portion of the work completed, and report to the Client (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and (2) defects and deficiencies observed in the work. AT shall not be responsible for the means, methods, procedures, techniques, or sequences of construction, for safety on the job site or for the contractor's failure to carry out the work in accordance with the Contract Documents.
- 7.16 Limitation of Liability. The Client agrees, to the maximum extent permitted by law, to limit the liability of AT for the Client's damages to a maximum amount not to exceed the fee paid to AT for the project specified in this Agreement. This limitation shall apply regardless of the cause of action pled or legal theory asserted except as otherwise prohibited by law.
- 7.17 Waiver of Consequential Damages. AT and Client waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. Consequential damages include, but are not limited to, loss of use and loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 11.
- 7.18 Assignment. Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to consultants normally contemplated by AT shall not be considered an assignment for purposes of this Agreement.
- 7.19 Sole Corporate Liability. It is intended by the parties to this Agreement that the Client's obligations (provided the Client is not an individual) and AT's services in connection with the Project shall not subject the Client's or AT's individual shareholders, officers, directors, members, managers or employees to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, Client and AT agree that as their sole and exclusive remedy against the other, any claim, demand or suit shall be directed and/or asserted only against the business entities that are the parties to this Agreement, and not against any of the Client's or AT's individual shareholders, officers, directors, members, managers or employees.
- 7.20 No Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or AT.

7.21 Miscellaneous. This Agreement shall be governed by the laws of the State of California. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement. This Agreement represents the entire and integrated agreement between the Client and AT and supersedes all prior negotiations, representations, or agreements, either written or oral.

PART 8 - ACCEPTANCE

If this proposal is acceptable to you, please indicate the same by signing and dating below and return an original copy for our records. The parties acknowledge that this proposal may be superseded only by a subsequent formal Agreement executed by both parties. AT requires that such subsequent formal Agreement be executed on its behalf by its Chief Financial Officer.

We appreciate the opportunity to participate in this project with you. If you have any questions, please do not hesitate to call.

Respectfully Yours,

AlfaTech



Reza Zare
Partner

RZ:mb

Agreed And Accepted:
Hawley Peterson Snyder

Name

Title

Date

M LEE CORPORATION

Construction Management & Consulting
Estimating & Scheduling
Since 1992

Date: 2/4/2019

To: Mr Kevin Davies, AIA, Principal
Hawley Peterson Snyder

Via email only: kdavies@hpsarch.com

Subject: Fee Proposal for One Cost Estimating Service for
Mountain View Center for Performing Arts 2nd Stage Addition
Mountain View, CA

Dear **Kevin**,

Thanks for your interest in our estimating service. Referring to your email with attachments of Jan 30, 2019 and our subsequent emails, M Lee Corporation is pleased to submit this fee proposal for your review and approval.

A) The Project Scope

The project, as we understand it, for the Mountain View Center for Performing Arts Second Stage Addition includes an expansion of about 1,800 SF enclosed floor area and about 900 SF stage to the existing Center. The scope will include demolition, structural, architectural, mechanical, electrical, plumbing, fire protection and adjacent and associated site work.

B) Key Personnel

Chief Estimator - Martin Lee is a certified professional estimator (CPE) by American Society of Professional Estimators (ASPE), a licensed professional engineer (PE) and a chartered quantity surveyor (CQS). He has provided construction cost estimates, cost management and schedule management services on over 1300 projects in the San Francisco Bay Area.

Senior Estimator/Project Manager – Franklin Lee is a certified estimating professional (CEP) by Association for the Advancement of Cost Engineering (AACE), a licensed professional engineer (PE) and a LEED AP BD+C professional. He has provided cost estimating and other cost management support services on over 500 projects in San Francisco Bay Area.

Other estimators will be added to the team if needed.

C) Scope of Basic Service

Our scope of basic service as requested is to provide one construction cost estimate (opinion of probable construction costs) based on building permit set documents.

D) Expected Time to Complete Estimates

Draft Estimate - The anticipated turn-around time is 2 1/2 weeks for a draft construction cost estimate from the time we have received all relevant documents and an executed work authorization.

Final Estimate - Once we have received your comments, we shall issue a final version of the estimate in approximately 1 week for your use.

Please give us a minimum of 1-week prior notice before the NTP.

To: Kevin Davies of HPS
Re: MV Performing Arts- Estimating Proposal
Date: 2/4/2019

E) Proposed Compensation

Base Service - For the basic service described above, we propose a lump sum fee of **\$9,840.00**. This fee will not be exceeded without your written approval.

For progress payments, 90% of fee is due upon completion of draft. The remaining 10% of fee is due upon completion of the finalized estimate.

The above fee will cover the following tasks/deliverables:

1. One site visit/kick-off meeting
2. One draft version of estimate
3. Response to review comments
4. Finalized estimate
5. Conference calls as needed

Additional service not specifically listed in the scope of basic service will be billed on a time-and-material basis using our current billing rates or on an agreed lump sum basis.

Our billing rates effective, through 12/31/2019, are as follows:

Staff Classification	Billing Rate \$/Hour
Chief Estimator	228.00
Senior Estimator	176.00
Cost Estimator	130.00

Please note we reserve the right to adjust our fee if there are any changes to the scope or schedule. This fee proposal is good for three months from the date of the proposal unless we withdraw it earlier.

F) Acknowledgement

Client acknowledges that our service will be provided consistent with and limited to the standard of care applicable to such services, which is that we shall provide our services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. We make no warranty or guarantee that the ultimate construction costs will not vary from the estimated construction costs.

G) Conclusion

Thank you for your interest in our services. If this proposal meets your approval, please issue us a notice to proceed. If you have any question about this proposal, please call me to discuss.

To: Kevin Davies of HPS
Re: MV Performing Arts- Estimating Proposal
Date: 2/4/2019

Sincerely,
M Lee Corporation



Martin Lee, PE, CPE, CQS
Certified Professional Estimator
Chief Estimator/Principal

AUTHORIZED ACCEPTANCE

By **Hawley Peterson Snyder**

Signature

Print Name and Title

Date



Kevin Davies
Hawley Peterson Snyder Architects
1237 E Arques Ave
Sunnyvale, CA 94085

Proposal: 2019-02
RE: CASp Certified Accessibility Survey

Proposal to perform Accessibility consulting services for Hawley Peterson Snyder related to the Mountain View Center for the Performing Arts (MVCPA) located at 500 Castro St, Mountain View, California.

SCOPE OF WORK

Proposed Services to include the following:

1. An assessment of only the accessible elements, or lack thereof, as defined by the 2016 California Building Code (2016 ADA) and the 2010 Americans with Disabilities Act Standards (2010 ADAS) related only to the public access and public use of the existing services provided at the MVCPA. Accessible elements to include only those elements readily available for all public access along the accessible path of travel. Accessible elements to include, but not be limited to:
 - a. A site arrival point from accessible parking spaces, accessible passenger loading zones and public transportation stops.
 - b. An accessible route from the site arrival points leading to the main entrance.
 - c. An accessible primary entrance to the building and related box-office services.
 - d. Toilet facilities, drinking fountains and public telephone, where applicable, supporting the accessible path of travel.
 - e. Only minimal code required support shall be provided related to accessible signage.
 - f. Vertical dispersion: Only acknowledgement of the location and availability of a vertical transport element when connecting to accessible elements above or below the main entry level.
 - g. Horizontal dispersion: Identify the location and accessible path of travel and document the provision of accessible seating, semi-ambulant seating and the related companion seating in each specialty seating area provided to the general public.
 - h. Line of Sight: Only visual verification of line of sight access at the locations identified for accessible use will be documented.
 - i. Only miscellaneous public services elements and concessions provided for and serviced by the City of Mountain View will be assessed for conformance to accessible use.

NOTE: No provisions shall be provided related to acoustical equivalency shall be provided.



- 2. Meetings shall be attended by the HPS Architects. The context of such meetings to be relayed to KU Consulting via meeting notes and minutes.
- 3. KU Consulting shall not be responsible for the design or engineering of said project.
- 4. Reporting: Services to include:
 - a. One (1) DRAFT report for your review
 - b. One (1) FINAL report for your records documenting the level of compliance, or non-compliance, with the elements noted above.

ASSUMPTIONS

The aforementioned scope-of-work is based on the following assumptions and/or exclusions:

- 1. Code compliance evaluation and analysis shall be based on the 2016 CBC as adopted by the local authority having jurisdiction for accessibility elements only.
- 2. All survey work to be coordinated with the MVCPA and HPS to occur outside of regular business hours.
- 3. Services provided under this Agreement, shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

SCHEDULE

To be determined

PROFESSIONAL FEES

The aforementioned scope-of-work shall be completed on a time and materials basis. An estimation of anticipated hours have been noted below:

Anticipated Billing Fees	Hrs. Billed
Site Survey	20
Interior Survey	40
Plan Review	40
Casp Report	20
Misc. Correspondance	10
Total Estimated Hours	130

Invoices shall be billed monthly at a rate of \$ 85.00/hr. and shall be due net 30 days from date of invoicing.



CONSULTING, INC.
access specialists

423 Broadway #341
Millbrae, CA 94030

Estimate for MVCPA for HPS

TERMS AND CONDITIONS

Invoicing shall occur at the end of the project and/or monthly with invoice support documentation. Late charges of 1-1/2% per month will be payable on any amount not paid within 30 days.

Thank you again for this opportunity to submit to you my proposal for the accessibility assessment of the existing conditions at the MVCPA. Should you have any questions or comments, please feel free to contact me at (415) 305-5120. I look forward to the opportunity to work with your office again.

Sincerely,

Melanie Kung, CAsp #398