



June 10, 2024

Jason Simpson, City Manager
City of Lake Elsinore
130 South Main Street
Lake Elsinore, CA 92530

RE: A/E PROPOSAL FOR SERVICES
LIBRARY (CORNER OF MAIN AND W. SUMNER AVE.)
LAKE ELSINORE, CA

Dear Mr. Simpson:

STK Architecture, Inc. is pleased to submit our Proposal for Services on the above-referenced project.

1.0 Scope of Project

- 1.1 Provide a design for an approximate 14,000 S.F. 1-story building with the following amenities:
 - A. Open 1 1/2 story glass entrance steel moment frame with wood stud walls/roof.
 - B. Sliding glass entrance doors with metal detectors.
 - C. Public counters.
 - D. Use red thin brick on exterior walls.
 - E. Restrooms.
 - F. Assist with coordination of MPE Engineering. (Mechanical and Civil Engineering by Owner.)
 - G. Coordinate Structural Engineering.
 - H. Owner to select all interior finishes.
- 1.2 The Fee includes complete plans and specifications as approved by the City of Lake Elsinore.

Service during the Construction Administration phase shall be in conformance to AIA Form B101 (Standard Form of Agreement between Owner & Architect).

- 1.3 Consultants provided with this scope to include Structural Engineering, Plumbing Engineering, and Electrical Engineering.
- 1.4 For construction observation, it is anticipated that the Architect will conduct 10 site visits (based on a twelve month construction schedule) plus a punch list and final review meeting.
- 1.5 Anticipated design meetings (10 meetings) between the Architect and the City are included.
- 1.6 STK's Construction Administration services will include the following:
 - A. One meeting per month to document the construction.
 - B. Shop drawing review/approval.
 - C. Coordinate STK's consultants.
 - D. Coordinate with City Departments and City Project Manager.
 - E. As-builts will be provided on disc in ACAD.
 - F. The construction drawings will take 5-6 months to complete.
- 1.7 Exclusions – The following items are not included in the fee:
 - A. Topographic map
 - B. Wet and dry utilities
 - C. CEQA/CUP application
 - D. SWPPP
 - E. Geotechnical report, soil compaction testing, and material testing
 - F. FFE/appliances
 - G. Mechanical Engineering, Civil Engineering, Landscaping, Interior Finishes and Interior Elevations/Details – by Owner
 - H. LEED
 - I. Commissioning
 - J. Low voltage design
 - K. Fees and permits
 - L. Finish & Schedule door schedule. (STK will show only finishes and doors required by code.)
- 1.8 STK will provide multiple Bid sets for a multi-prime type project.

1.9 Additional services will be billed on an hourly basis per the attached hourly rate schedules.

1.10 The Preliminary Project Schedule is based on the following:

- A. Design Phase – May 2024 – November 2024
- B. Bid and Award Phase – January/February 2025
- C. Notice of Construction Award – March 2025
- D. Begin Construction – March 2025
- E. Complete Construction – April 2026
- F. Occupancy – June 2026

2.0 **Professional Service Fee**

2.1 STK proposes the following:

Architect	\$462,000
Plus Reimbursables	<u>\$20,000</u>
Subtotal	\$482,000
Plumbing & Electrical Engineering	\$81,400
Structural Engineering	<u>\$37,060</u>
Total	\$600,460

2.2 The proposed Fee Schedule breakdown would be as follows:

Schematic Design Phase	25%	\$150,115
Design Development Phase	25%	\$150,115
Construction Document Phase	45%	\$270,207
Bidding/Negotiation and Construction	5%	<u>\$30,023</u>
Admin Phase		
Total		\$600,460

2.3 The Fee will be invoiced monthly, based on the percentage of work completed, plus any reimbursable expenses. For budget purposes, miscellaneous reimbursable expenses will be approximately \$20,000.

2.4 All invoices are payable upon presentation and fully due within 30 days of invoice date. Unpaid invoices, over 30 days past invoice date, bear interest at the rate of 1.5% per month, or 18% per year.

2.5 Reimbursable expenses shall include, but not be limited to, all mailing, printing, and photocopying. These costs will be fully itemized and shall be reimbursed in accordance with this Proposal. Travel expenses outside of the Southern California Region (if any) will also be reimbursable at the above rates.

2.6 Insurance:

STK maintains general Errors and Omissions Professional Liability Insurance in the amount of \$2,000,000 per occurrence, with an annual aggregate limit of \$2,000,000.

If you have any questions regarding this Proposal, or wish to discuss specifics in detail, please do not hesitate to call me.

Sincerely,



G.V. Salts
Architect, NCARB
C-22977

Attachments:

STK Hourly Billing Rates
ISE Proposal
Design West Proposal
Concept Floor Plan and Perspectives



STK ARCHITECTURE, INC.

HOURLY AND REIMBURSABLE RATES

June 2024

Principal	\$244/Hr
Associate.....	176/Hr
Project Manager	153/Hr
Senior Draftsperson	108/Hr
Junior Draftsperson	91/Hr
Administration	68/Hr
Consultants	Cost x 1.15
Reimbursables	Cost x 1.00
Reimb. Agency Fees	Cost x 1.05



STRUCTURAL ENGINEERS

Proposal for Structural Engineering Services: City of Lake Elsinore - Public Library

Date: June 5, 2024

Proposal expires in 30 days on July 5, 2024

Re: City of Lake Elsinore - Public Library
Lake Elsinore, CA

Client: GV Salts
STK Architecture Inc.
PO Box 910
Temecula, CA, 92593
951.296.9110
GVsalts@stkinc.com

From: Shane Lothrop, COO
Shawn Lothrop, P.E., S.E., CEO
Innovative Structural Engineering, Inc. (dba: ISE Structural Engineers)
27369 Via Industria
Temecula, CA 92590
951.600.0032
Shane@ISEengineers.com



1. Project Description:

The structural project scope consists of the following:

- 1.1 New Public Library Facility - 14,000 sf
- 1.2 Flat & monoslope roof configurations w/ long cantilevers & tall isolated covered steel columns at Entry roof
- 1.3 Site landscape retaining walls, ADA ramp & guardrail
- 1.4 Site lighting foundation and anchorage

2.0 - Scope of Services - Building Structure & Foundation Design - Fixed Fee					
Item	Description	# Events	Est. Hours per Event	Total Est. Hours	Fee
Preliminary Design					
2.1	Prepare schematic design documents			16.0	\$ 2,720
2.2	Prepare design development documents			16.0	\$ 2,720
2.3	Perform site visit(s) / owner meeting(s)	0	0.0	0.0	\$ -
Sub Totals:				32.0	\$ 5,440
Document Preparation					
2.4	Prepare construction documents with calculations			130.0	\$ 22,100
2.5	Attend video coordination calls			0.0	\$ -
2.6	Respond to plan check corrections/comments			16.0	\$ 2,720
2.7	Attend plan check meeting(s)	0	0.0	0.0	\$ -
2.8	Respond to bidder request for information (RFI's)			0.0	\$ -
Sub Totals:				146.0	\$ 24,820
Construction Administration					
2.9	Respond to request for information (RFI's)			24.0	\$ 4,080
2.10	Review shop drawings & material submittals			4.0	\$ 680
2.11	Owner-Architect-Contractor (OAC) site meetings	0	0.0	0.0	\$ -
2.12	Structural construction observations	3	4.0	12.0	\$ 2,040
2.13	Prepare record drawings			0.0	\$ -
Sub Totals:				40.0	\$ 6,800
Totals for Fixed Fee:				218.0	\$ 37,060



Proposal for Structural Engineering Services: City of Lake Elsinore - Public Library

3. Assumptions and Exclusions:

The scope described above is the total scope of work, and any additional work/scope will be considered additional services to be performed on a time-and-materials basis. Assumptions and exclusions include, as listed below:

- 3.1 **Structure Assumption:** Wood framed structure w/ sheathed shear walls and diaphragms. Isolated steel columns and OMF frames as needed
- 3.2 **Foundation Assumption:** Conventional slab on grade w/ shallow footings
- 3.3 Schematic design includes estimating preliminary structural system, determining major member locations, estimating sizes & coordinating with team
- 3.4 Design development includes providing most structural member locations, estimating sizes and coordinating with team
- 3.5 Construction documents includes final structural design documents with all relevant structural information shown and ready for jurisdiction review & bid.
- 3.6 Miscellaneous site equipment anchorage and ancillary structures are excluded
- 3.7 MEP rooftop equipment anchorage is included
- 3.8 Seismic bracing of MEP distribution system and equipment less than 400 lbs is excluded
- 3.9 Architectural component, façade & signage attachment is excluded
- 3.10 Client will provide architectural and mechanical backgrounds drawings for our use
- 3.11 Opinion of probable cost is excluded
- 3.12 Architect / Owner revisions are excluded, including excessive revisions during design
- 3.13 Construction changes or repairs are excluded
- 3.14 Revisions due to code change is excluded
- 3.15 Drawings will be prepared with the latest AutoCad software. Revit is excluded unless noted.
- 3.16 General project notes & material specifications will be provided as part of the structural drawings. Preparation of project book specifications are excluded unless specifically noted.
- 3.17 Waterproofing specifications, methods, water collection details, slope, steps, size, locations and materials/treatment specifications are excluded
- 3.18 Fireproofing specifications, methods, details, locations and materials/treatment specifications are excluded

4. Rates for Additional Billable Items:

The following are rates for work performed outside the scope of this contract agreement. After client approval, all additional services will be invoiced based on the amount of time and material required. The rates expire at the end of each calendar year.

Rates - Additional Scope Service		
Item #	Staff	Rate
4.1	Owner/Principal Engineer	\$315 per hour
4.2	Project Manager	\$205 per hour
4.3	Design/Field Engineer	\$155 per hour
4.4	Drafter	\$140 per hour
4.5	Add'l Meetings	Billed Hourly
4.6	Structural Observations	Billed Hourly
4.7	Add'l Site Visits	Billed Hourly
4.8	Expenses:	
	Printing/Airfare/Rental Car/Lodging	Cost + hourly rate



6. Construction Documents:

Our office will create structural plans, details and general notes with supporting calculations that meet the requirements of the adopted building code to the best of our ability. The documents will be provided in electronic file .pdf format. Plan files are also available in .dwg format for the plan view sheets only as requested. The documents must be approved by the governing jurisdiction before start of construction.

7. Engineer's Standard of Care:

In providing the Work under this Agreement, Engineer shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Upon notice to Engineer and by mutual agreement between the parties, Engineer will, without additional compensation, correct those services not meeting the standard set forth herein. Engineer further agrees that the Work provided shall conform to the requirements of this Agreement.

8. Electronic Files:

8.1 All electronic files used to create the structural documents are the sole property of ISE. If requested by a subcontractor, the electronic files may be provided for their use. The structural information is not to be revised or modified from the approved design. The results of the subcontractor's use of our electronic files is not implied or warranted to match or meet the original design performed by our office. ISE reserves the right to refuse to provide the electronic files.

8.2 ISE uses architectural electronic drawing files provided to our office by the client. These files are the property of the architect/engineer of record. Approval to use the files in our drawings must be obtained from the architect/engineer, by the client or the subcontractor, prior to our office providing our electronic files.

9. Invoicing & Payment Schedule:

9.1 Deposit: A 20% non-refundable deposit of the total fee is required to start work

9.2 Billing: ISE will progress bill for all work performed twice a month or at project phase completion.

9.3 Payment Terms: All Invoices are due within 30 days of receipt.

9.4 Disputed Items: Any disputed items on an invoice must be brought to ISE's attention, in writing, within 30 days of the invoice date. All undisputed items on an invoice are to be paid within 30 days. All items not disputed within 30 days are to be paid in full.

9.5 Failure to Pay: If payment is not received in a timely manner, we reserve the right to interrupt services until resolved. Any legal fees that result from client's failure to pay for services will be charged to the client's account. If ISE is unable to collect payment for services, ISE reserves the right to send any and all unpaid accounts to a collection service.

9.6 Interest on Outstanding Balances: All invoices not paid within 30 days of invoice date are considered past due. All past due amounts over 60 days of invoice date will be subject to monthly finance charges of 1.5% monthly late fee (18% APR).

10. Re-Mobilization:

If services under this agreement are commenced and a project delay or hold occurs outside the control of ISE for longer than 3 months, an additional 10% remobilization fee will be required at each occurrence.



11. Termination:

This agreement may be terminated by either party at any time with or without reason or cause. Termination shall be provided in a written format and effective immediately as dated in the notice. Client shall compensate ISE for all progress work performed up to date of termination. ISE will provide all documents to said progress within 30 days of termination notice.

12. Governing Law/Venue/Personal Jurisdiction:

This Agreement shall be governed by and construed in accordance with the domestic laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California. The venue of any action brought under the provisions of this Agreement shall be Riverside County, California, unless the parties to that action agree to another venue. Each of the parties to this Agreement submits to the personal jurisdiction in the State of California for the enforcement of this Agreement.

13. Insurance:

ISE carries the following insurance coverage & claim limits each occurrence / aggregate per year.

Insurance Type	Claim Limits**
Professional Error & Omission	2 Mil / 4 Mil
Workers Comp	1 Mil / 1 Mil
Automobile	1 Mil

14. Attorneys' Fees and Costs:

If a dispute arises over any aspect of this Agreement and an action is filed for the purpose of enforcing this Agreement or preventing the breach of any provision of this Agreement, for the recovery of damages for an alleged breach, for a declaration of rights or obligations hereunder, or for any other judicial remedy, the prevailing party (whether at trial or on appeal) shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs for the services rendered to such prevailing party.

15. Miscellaneous:

15.1 Notices: All notices given pursuant to this Agreement must be made in writing and by certified mail, return receipt requested, at the addresses identified on page one (1) of this Agreement.

15.2 Binding Agreement: This Agreement shall be binding upon the parties hereto, their respective heirs, successors, executors, administrators, and assignees.

15.3 Amendment: This Agreement may only be amended in writing and with the express consent of all parties to this Agreement. Any proposed amendments shall be accompanied by a copy of this Agreement for review and consideration by all parties to this Agreement.

15.4 Severability: This Agreement constitutes the entire agreement between the parties. Should any provision of this Agreement be deemed invalid, unenforceable, or in violation of public policy, the remainder of this Agreement shall be not be affected, and each remaining term and condition shall be valid and enforceable to the extent permitted by law.

15.5 Entire Agreement: This Agreement contains the entire understanding between the parties and supersedes any prior written or oral agreement between the parties.



15.6 Counterparts: This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.

15.7 Fax/Mechanical/Stamped Signatures: All fax, mechanical, and/or stamped signatures to this Agreement shall be treated as original signatures.

16. Indemnity Agreement:

Client shall defend, indemnify and hold ISE harmless, using legal counsel acceptable to ISE, for, from and against all claims, demands, actions, cost, damages, causes of action, liabilities and expenses, including court costs and attorneys' fees, arising from or connected in any way with ISE's Scope of Services. Further, ISE and its members, managers, affiliates, agents, employees and contractors shall not be liable to Client for any claims or damages arising at any time and from any cause, except to the extent caused by the sole negligence or willful misconduct of ISE and which shall be limited to no more than the total amount contemplated under this agreement. This indemnity provision and agreement shall survive termination of this proposal and agreement for structural engineering services.

17. Limited Liability:

To the fullest extent permitted by law, the total liability in the aggregate of the design professional, the design professional's officers, directors, partners, employees, agents, and sub-consultants to the client, and anyone claiming by, through, or under the client for any claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this project or agreement from any cause or causes including but not limited to negligence, professional errors and omissions, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by the design professional or \$50,000 whichever is greater. The client may negotiate a higher limitation of liability for a reasonable additional fee which is necessary to compensate for the greater risk assumed by the design professional.

18. Force Majeure:

In the event either party shall be delayed or hindered in or prevented from the performance of any act required under this agreement by reason of strikes, lockouts, labor troubles, acts of God, inclement weather, including unusual periods of rain, inability to procure materials, failure of power, restrictive governmental law or regulations, riots, insurrections, war, or pandemics declared by the World Health Organization ("Force Majeure"), then performance of such act shall be excused for the number of calendar days of such delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. No delay under this section shall be effective unless either party shall have notified the other in writing of the delay within 20 days after cessation of the event giving rise to such delay setting forth the nature of such Force Majeure and the duration of such delay. The provisions of this Section shall not: (a) operate to excuse prompt payment of monies due; nor (b) be applicable to delays resulting from the inability of a party to obtain financing or to proceed with its obligations under this Agreement because of a lack of funds.

19. Dispute Resolution:

In the event of any dispute or disagreement between the parties arising out of this agreement, which cannot be resolved by mutual agreement of the parties, and mindful of the high cost of litigation, not only in dollars but time and energy as well, the parties intend to and do hereby establish a quick, final and binding out-of-court dispute resolution procedure to be followed in the unlikely event any controversy should arise out of or concerning the performance of this agreement. Accordingly, the parties do hereby covenant and agree as follows:



19.1 Mediation: Any controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, which cannot be settled through negotiation, shall be referred to mediation with a neutral mediator of the parties' choosing. If within thirty (30) days after service of a written demand for mediation, the mediation does not result in settlement of the dispute, then any unresolved controversy or claim arising from or relating to this agreement, or its performance shall be settled using the following arbitration procedure.

19.2 Binding Arbitration: Any controversy, dispute, or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this agreement, including any claim based on contract, tort, or statute, shall be settled by arbitration. Arbitration shall be administered by JAMS Mediation, Arbitration and ADR Services (JAMS), with an arbitrator of the parties' choosing. Should the parties reach an impasse on the selection of an arbitrator, each party's chosen arbitrator should then choose a third arbitrator who will hear and decide the dispute. Regardless of place of residence, the parties agree that the place of arbitration shall be in the County of Riverside, State of California. The arbitrator shall decide the scope of the arbitration. Should any party refuse or neglect to appear or participate in arbitration proceedings, the arbitrator shall award to the prevailing party, as determined by the arbitrator, all the prevailing party's costs and fees. "Costs and fees" mean all reasonable pre-award expenses of arbitration, including arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as copying costs, telephone costs, witness fees, and attorney's fees.

- (a) The arbitrator shall determine which is the prevailing party and shall include in the award that party's reasonable attorney fees and costs.
- (b) As soon as practicable after selection of the arbitrator, the arbitrator or such arbitrator's designated represented shall determine a reasonable estimate of anticipated fees and costs of the arbitrator and render a statement to each party setting forth that party's pro rata share of such fees and costs. Thereafter each party shall, within ten (10) days of receipt of such statement, deposit such sums with the arbitrator. Failure of any party to make such a deposit shall result in a forfeiture by the non-depositing party of the right to prosecute or defend the claim which is the subject of the arbitration, but shall not otherwise serve to abate, stay or suspend the arbitration proceedings.

20. Waiver of Consequential Damages:

To the fullest extent permitted by law, the owner and engineer waive against each other and the other's employees, officers, directors, members, agents, insurers, partners, and design professionals, any known claims for, or entitlement to special, incidental, indirect, or inconsequential damages arising out of, or resulting from, or in any way related to the project.

21. Job Site Safety:

Job site safety and construction means and methods is the responsibility of the contractor and not ISE.



STRUCTURAL
ENGINEERS

Proposal for Structural Engineering Services: City of Lake Elsinore - Public Library

22. Execution:

This Proposal is to be signed by the Client and returned as a notice to proceed. Once signed and accepted by the Client, this Proposal shall become the Agreement of the parties. A separate letter may be provided as a notice to proceed, in lieu of signing this Proposal. A copy of this contract and proposal are to be included as an addendum or exhibit in any contract provided to Innovative Structural Engineering, Inc. for signature

June 5, 2024

Shawn Lothrop, SE, #S5627 - California

Date

CEO

Innovative Structural Engineering, Inc. (dba: ISE Structural Engineers)

ACCEPTED:

Signature

Print Name /Title

Date

STK Architecture Inc.



DESIGN WEST ENGINEERING

Date: June 6, 2024

Company: STK Architects
42095 Zevo Drive, Suite A15
Temecula, CA 92590

Attention: **G.V. Salts**

Subject: **Lake Elsinore Library Building**
Our Proposal #P-2416951

PROJECT SCOPE

Provide Construction document design and specifications for Lake Elsinore Library Building of approximately 14,000 SF located in Lake Elsinore, CA. Scope to include the following:

- Provide plumbing, electrical and technology design drawings for new 14,000 SF Library Building
- Utility coordination required for new electrical service
- Plumbing scope required for roof drainage and restrooms
- (1) server room with data rack equipment and required power connections
- Technology scope required for data, access controls, CCTV, AV and VOIP telephones system design
- Electrical power distribution and lighting design

PROJECT ASSUMPTIONS

- 1) Proposal based on email from client dated 5/31/2024
- 2) Design Phases: DD, 50%CD, 100%CD, Permit, Bid, CA
- 3) Dry utility coordination will be handled by:
 - a) Power: DWE
 - b) Telephone/Fiber: DWE
 - c) Gas: Excluded
- 4) Code cycle: 2022
- 5) Construction and Bid support is included
- 6) PV/BESS Design: Excluded
- 7) EV Charging Station Design: Excluded
- 8) Mechanical Design Scope: Excluded

SERVICES INCLUDED

- 1) (2) Pre-design site visit for observation of readily visible existing conditions

- 2) (8) Virtual conference/coordination meetings
- 3) Book format Mechanical, Plumbing and Electrical specifications
- 4) Licensed Professional Engineer's stamp and signature
- 5) Review of quantities and scope within construction costs estimates provided by architect
- 6) Plumbing plan(s) including the following:
 - a) Schedule of plumbing fixtures
 - b) Complete plumbing system layout and sizing including domestic waste and vent, domestic water (hot and cold)
 - c) Plumbing point of connection to water feature mechanical room for cold water and waste.
 - d) Roof drainage sizing and pipe layout
 - e) Condensate piping for HVAC units
 - f) Coordination of site utilities with contracted civil engineer
 - g) Building utilities points of connection up to 5 feet outside of building
- 7) Electrical site plan including the following:
 - a) Site lighting layout, circuiting, and control wiring diagram for general lighting purposes
 - b) Point by Point of site lighting foot candle levels
 - c) Site raceway system, vault/pedestal locations and sizes, meter location/requirements, transformer pad locations
- 8) Lighting plan(s) including the following:
 - a) Schedule of lighting fixtures
 - b) Lighting layout and circuiting
 - c) Energy code lighting compliance forms
 - d) Lighting control wiring diagrams
 - e) Egress lighting layout and circuiting per NEC and local jurisdictions
- 9) Electrical power plan(s) including the following:
 - a) New service entrance and main meter sections design
 - b) Distribution and branch panel locations
 - c) Single line diagram
 - d) Load schedules
 - e) Panel schedules
 - f) Convenience receptacle layout and circuiting
 - g) Voltage drop calculations
 - h) Electrical connections to low voltage devices as specified by other system designs
 - i) HVAC and plumbing equipment power connections specified by Mechanical Engineer
- 10) Technology plan(s) include the following:
 - a) Rough-in schedules and details
 - b) Telecommunications floor plans
 - c) Audiovisual floor plans
 - d) Security floor plans
 - e) Enlarged room plans
 - f) Single line and riser diagrams
 - g) Coordination with low voltage designer or vendor for pathways, power requirements, and device locations
- 11) Utility Coordination including the following:
 - a) Electrical utility coordination including the following:



- i) Coordination of power service with serving utility
 - ii) Completion of all paperwork and plan submittals with power company
 - iii) Site meeting with power company
 - b) Fiber optic service coordination including the following:
 - i) Coordination of fiber optic service with serving utility
 - ii) Completion of all paperwork and plan submittals with fiber optic company
 - iii) Site meeting with fiber optic company
 - c) Telephone service coordination including the following:
 - i) Coordination of telephone service with serving utility
 - ii) Completion of all paperwork and plan submittals with telephone company
 - iii) Site meeting with telephone company
- 12) Deliverables as follows:
 - a) Progress sets at the request of client - .pdf electronic files
 - b) For submission/re-submission to Plan Check - .pdf electronic files
- 13) Plan Check and Permit support services:
 - a) (1) Meeting(s) with building department
 - b) Completion of applicable governing agency plan check comments
- 14) Bidding support services:
 - a) Provide response to RFIs to Architect
 - b) Provide clarifications and revisions to drawings and/or specifications when required
- 15) Construction administration support services:
 - a) Provide response to RFIs to Architect
 - b) Review and return to the Architect, shop drawings and submittals
 - i) Submittals will be returned no later than 5 business days unless otherwise coordinated with the project team. If longer review is needed, DWE will inform the project team.
 - c) (2) Construction phase meetings/site visit(s) including site visit with final "punch list"

SERVICES NOT INCLUDED

- 1) Mechanical Construction Documents
- 2) LEED Documentation, Credit Analysis or Credit Templates
- 3) Commissioning and/or Energy Code acceptance testing services
- 4) Documenting existing MEP systems beyond major components that are readily visible. Major components consist of HVAC and Electrical equipment and plumbing fixtures and equipment. If accurate As-Built or record drawings are not provided, and additional time is required to verify size and location of ductwork, plumbing piping, electrical wiring, additional fees will be required.
- 5) Removal of electrical panel covers, disassembly of equipment or removal of building materials required to document existing conditions.
- 6) Plumbing utility design and layout beyond 5 feet outside of the building
- 7) Upgrade to the following existing systems due to inadequate capacity or condition
 - a) Plumbing utilities
 - b) Electrical service or panelboards
- 8) Site improvements
- 9) Communication, coordination or completion of service applications with utility companies for new or



- modified services with power, telephone, gas, and wet utility companies
- 10) Project meetings, construction site visits, or recurring coordination meeting conference calls beyond those listed in scope
 - 11) Detailed estimate of probable construction cost
 - 12) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site plan modifications, or additional scope changes
 - 13) Life cycle cost analysis
 - 14) More than two design alternatives up to schematic design
 - 15) Changes in design approach, design alternatives or alternative modeling after schematic design phase is complete
 - 16) Calculation of plan check and/or building permit fees or payment thereof
 - 17) Delivery of plans to City or County agencies
 - 18) Obtaining agency approvals and permits including governmental (federal, state, county, or city) or utility companies (power, telephone, cable tv, gas, water, sewer or any other utility companies)
 - 19) Printing of additional sets of drawings other than listed in scope
 - 20) Construction contract bid negotiation process
 - 21) Mechanical, Plumbing or Electrical services for building other than those listed in scope of work
 - 22) Preparation of record/As-Built drawings
 - 23) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included
 - 24) Sub-contracts with any other consultants such as Structural Engineers, or Architects for out-of-scope work such as equipment platforms and support or site lighting pole base calculations
 - 25) Verifying locations of existing underground utilities which transit the site
 - 26) Design of solar photovoltaic systems and energy storage systems and calculations
 - 27) Special effect lighting systems such as Theatrical lighting
 - 28) Temporary power design
 - 29) Load monitoring of existing electrical systems or circuit tracing of existing circuits and feeders
 - 30) Emergency engine generator fuel supply systems remote from the generator; engine exhaust air pollution control/abatement systems and permits (AQMD); engine generator cooling/combustion air supply/return systems
 - 31) Public street lighting, traffic control, street improvements and offsite utilities
 - 32) Arc flash hazard analysis and protective device coordination study
 - 33) Application or documentation for rebate program(s) other than listed in scope
 - 34) Any coordination or permit application/acquisition for local department of transportation and/or any other agency not shown in the "inclusions" portion of the Scope of Work
 - 35) Low voltage systems design and equipment specifications including the following:
 - a) Voice/Data, Network and Intercom systems
 - b) CCTV and Cable television systems
 - c) Building and site Fire alarm system
 - d) Security and Access Control systems
 - e) Audio/Video and Music/paging systems

DRAWING DESIGN FORMAT

Software used to for construction drawings will be based on the following:



AutoCad® version 2022 or later

PROVIDED BY CLIENT

- 1) Record drawings of existing MEP systems
- 2) Project street address
- 3) Computer drawings files and associated support files as well as drawing format requirements
- 4) Catalog cuts of specific fixtures or equipment requested by your office or owner
- 5) Requirements of all equipment specified by your office and/or other consultants to be connected to mechanical, plumbing or electrical system
- 6) Format for book form specifications including font type, header and/or footer layout
- 7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owner's representative)
- 8) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property
- 9) Billing schedule for invoicing if specific requirements apply
- 10) 30-Day load recordings for requested electrical panels intended to be reused and 12 months of electric utility bills for verification of existing peak demand on main service
- 11) Civil CAD file with overhead and underground utilities shown
- 12) PDF and CAD files of required drawings such as electrical, communications and civil

FEE

We propose to provide services as outlined in the proposal for subject project for the sum of **\$81,400.00**.

The breakdown of fees is as follows:

Plumbing	\$14,500.00
Electrical	\$30,360.00
Technology	\$18,640.00
Utility Coordination	\$ 6,880.00
Construction Administration (Plumbing, Electrical & Tech)	<u>\$14,440.00</u>
Total Fee	\$81,400.00

NOTES

- 1) Attendance at design meetings at client's office, other than listed above, will be performed for the additional fee of \$1,000.00 per meeting, per person, up to two hours. Meeting time in excess of two hours will be billed at \$180.00 per hour.
- 2) Attendance at virtual design meetings, other than listed above, will be billed at \$180.00 per hour per person.
- 3) Attendance at site meeting(s), other than listed above, will be performed for the additional fee of \$800.00 per trip, per person, for up to two hours. Site meeting time in excess of two hours will be billed at \$180.00 per hour, per person.
- 4) Design West Engineering shall be provided by the client such information as is available to the client



and the clients' consultants and contractors and shall be entitled to rely upon the accuracy and completeness thereof.

- 5) Design West Engineering's fees are based on the understanding that the existing utilities and equipment have adequate capacity unless noted otherwise above. Any additional engineering required for upgrade will be provided at our regular hourly rates. Any services required during construction, outside of those listed previously, will be performed at our regular hourly rates.
- 6) If either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

REIMBURSABLE EXPENSES

The following expenses, if incurred and paid by consultant while rendering services under this agreement shall be reimbursed by the client:

- 1) Reproduction expenses over and above standard design development coordination shall be billed at \$6.00 a sheet
- 2) Travel expenses for mileage, which shall be billed at \$0.67/mile
- 3) Postage, shipping and handling of any requested expedited delivery
- 4) Outside services or consultants where required and approved in advance
- 5) Other such expenses as may be approved in advance

All reimbursable expenses shall be approved in advance. Payment for reimbursable expenses, as described herein, shall be computed at one and ten hundredths (1.10) times the amounts expended by the consultant for such services, in the interest of the project.

TERMS AND CONDITIONS

The following Terms and Conditions will govern all services performed on behalf of Client and are hereby incorporated into the Engineering Services Fee Proposal.

- 1) **Design Services.** Design documents including plans, specifications and reports represent Design West Engineering's ("DWE") judgment as a design professional with respect to the proper installation of equipment and components of the work. It is recognized, however, that DWE does not have control over contractor's proper performance of the work, including but not limited to the contractor's means, methods, techniques, sequences and procedures of construction. Accordingly, DWE cannot and does not warrant or represent that equipment and components of the work will not vary from the requirements of the contract documents or comply with applicable codes. DWE does not perform any work of a contractor and its Design Services are limited to design, plans, and oversight only. No withholding, deductions or offsets shall be made from DWE's compensation for any reason unless DWE has been found to be legally liable for such amounts. Payment of DWE's fees shall be a condition precedent to bringing any action or suit against DWE.
- 2) **Payment.** All fees and other charges will be billed to Client monthly and will be due and payable no later than 30 days after the date of invoice. Payment to DWE will not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of project funds, offsetting reimbursements, or credits from other parties. Client shall pay DWE upon completion of project. If invoice from DWE has not been provided, Client shall notify DWE to complete invoicing.



- 3) **Additional Services.** Any services not explicitly described as being performed by DWE or its subconsultants are excluded. If agreed to in writing by Client and DWE, DWE will provide additional services. Client will pay DWE for such additional services in accordance with DWE's current fee schedule or as otherwise agreed by Client and DWE in writing. These Terms and Conditions will apply to all additional services provided by DWE. In the case of additional services added to the Engineering Fee Proposal, DWE's liability shall be limited to the extent of the additional fee for the specific additional services added.
- 4) **Re-Mobilization.** If services of this agreement are commenced and a project delay or hold occurs outside the control of DWE for longer than 3 months, an additional 10% remobilization fee will be required at each occurrence.
- 5) **Professional Standards.** Subject to all conditions set forth herein, DWE will only be liable for breaching its obligation to perform its services to the level of competency maintained by other practicing engineering professionals in the same or similar community performing the same services at the same time as they were performed by DWE. DWE makes no warranties, either express or implied. DWE does not guarantee the completion or quality of performance of contracts by the construction contractor or subcontractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.
- 6) **Independent Contractor.** The relationship of DWE to Client shall at all times be that of an independent contractor. DWE shall not be liable for the acts of Client or its agents in performing Work.
- 7) **Document Ownership.** DWE holds copyright for all tracings, calculations, and other original documents produced by DWE and such documents shall be the property of DWE, except when otherwise provided by law, governmental requirement, or by prior agreement, these documents become public property or the property of the Client. A limited license is granted to use the documents for the specific purposes and project covered by the Agreement. Reproduction of these documents either in hard copy or soft copy (including posting on the web) is prohibited without copyright permission. No right to create modifications or derivatives of DWE documents is granted pursuant to this limited license. You may not remove any copyright or other proprietary notices contained in the documents and information. Any product, process or technology described in the documents may be the subject of other Intellectual Property rights reserved by DWE. The drawings, specifications, and reproductions thereof are instruments of service to be used only for the specific project covered by the Agreement between the Client and DWE. DWE assumes no liability for misinterpretation, modification, or misuse by others of any instruments of service prepared by DWE in accordance with its services.
- 8) **Electronic Documents.** If DWE provides Client any design documents, including but not limited to plans and specifications, in electronic form ("Electronic Documents"), acceptance and use of the Electronic Documents by Client shall be at Client's sole risk and Client will: (a) Waive and covenant not to sue DWE alleging any inaccuracy or defect in the Electronic Documents; (b) Agree that DWE makes no representation with regard to the compatibility of the Electronic Documents with Client's software or hardware; and (c) to the fullest extent permitted by law, indemnify, hold harmless, reimburse and defend DWE from, for and against any alleged claim, damage, liability, or cost, including but not limited to attorneys' fees, that may arise from Client's use of the Electronic Documents or any subsequent modification of the Electronic Documents by any person or entity.
- 9) **Schedule.** DWE will perform its services with reasonable diligence consistent with sound professional practice as ordinarily provided by engineers practicing in the same or similar locality under the same



or similar circumstances. Client will require its other consultants and contractors to incorporate into their schedule's reasonable periods of time for DWE to perform its services and will require that they coordinate their services with DWE's services. Client is aware that many factors outside DWE's control may affect DWE's ability to timely perform and complete its services and Client agrees that DWE is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.

- 10) **Cost Estimates.** Any cost estimates provided by DWE will be based on DWE's professional experience and judgment. However, Client agrees that DWE has no control over market conditions or bidding procedures and, as a result, DWE does not warrant that bids or construction costs will not vary from DWE's cost estimates.
- 11) **Construction Support.** If specifically included in the scope of DWE's services, construction support services will be performed solely for the purpose of reviewing portions of the work for general conformance with the design concept set forth in the contract plans and specifications. These services are different from inspection or other quality-control services. The Client shall coordinate the contractor's involvement in any DWE construction support services and shall provide DWE all necessary contracts and documents to perform the same. DWE will not provide any administration of the contract between the contractor and the Client. DWE is not a contractor and does not provide the services of a contractor under any circumstances. DWE will not supervise, direct or have control over any contractor's work, nor will DWE have any responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, nor will DWE be responsible for the contractor's safety precautions and programs in connection with the work, nor will DWE be responsible for the contractor's failure to perform the work in accordance with the requirements of the contract documents or applicable building or structural codes, nor will DWE be responsible for the acts or omissions of the Contractor or of any other persons or entities performing portions of the work, all of which are the sole responsibility of the contractor or its agents.
- 12) **Submittal Review.** DWE will review and render appropriate services on shop drawings, product data, samples, and other submittals required by the contract documents. Such review shall be solely for general conformance with the design concept and the information shown on the contract documents. DWE's review will not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, compliance with applicable building or structural codes, coordination of the work of other trades or construction safety precautions, all of which are the sole responsibility of the contractor. DWE's review will be conducted with reasonable promptness (no more than 5 business days from when DWE receives the submittal) while allowing sufficient time in DWE's judgment to permit adequate review. Review of a specific item shall not indicate acceptance of an assembly of which the item is a part. DWE will not review and will not be responsible for any deviations from the contract documents not clearly identified in writing on the submittal by the contractor, nor will DWE be required to review partial submissions or those for which submissions for correlated items have not been received.
- 13) **Copyright License.** Client hereby irrevocably grants to DWE, its employees, agents, licensees, independent contractors and assigns the perpetual, assignable, royalty-free, worldwide right and license to use any photograph depicting property for which DWE performs services ("Content"), in whole or in part, including the rights to reproduce, sublicense, transfer, publish, distribute, publicly display, broadcast, download, transmit, modify and prepare derivative works, in any manner or



media now known or later developed, for the marketing and sale of DWE products or services and for any other business purpose or activity relating to DWE. Client waives any right to inspect or approve DWE's use of the Content, including written copy that may be created in connection therewith.

- 14) **Termination for Convenience.** Either DWE or Client may terminate this Agreement at any time with or without cause upon giving the other party seven (7') calendar days' prior written notice. Client will pay DWE for all services rendered and all costs incurred up to the date of termination, along with all other reasonable termination costs, including but not limited to expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the DWE's anticipated profit on the value of the services not performed by DWE. If no notice of termination is given, DWE's obligations created by this Agreement will be terminated upon completion of the services.
- 15) **Notice of Deficiencies.** Client shall provide prompt written notice within thirty (30) days of when Client becomes aware or should have reasonably been aware of any fault or defect in the project, including errors, omissions or inconsistencies in the services and work product provided by DWE.
- 16) **Indemnity.** Subject to all provisions of this Agreement and to the fullest extent permitted by law, Client shall indemnify, hold harmless, reimburse and defend (with counsel of DWE's choice) DWE, its employees, officers, directors and agents from, for and against all actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, the Project, or this Agreement (with the sole exception that Client will have no duty to indemnify DWE from claims or losses to the extent those claims or losses are caused by the fault or negligence of DWE or its employees as adjudicated by a court of competent jurisdiction). Under no circumstances shall DWE be liable for any actual or alleged claims, losses, damages, costs and expenses arising from or related to the work, fault, or negligence of its subconsultants.
- 17) **Modifications.** No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
- 18) **Successors and Assigns.** This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties' partners, successors, executors, administrators, and assigns.
- 19) **Severability.** In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof will be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.
- 20) **Dispute Resolution.** Client agrees that any claim, damage, or dispute arising out of these Terms and Conditions, or any services performed by DWE will be resolved by litigation, or, at DWE's determination, binding, and confidential arbitration before a single arbitrator, in the place where the project is located. If arbitration is selected, the parties shall mutually select the arbitrator and the rules applicable to the arbitration process. Unless the parties mutually agree otherwise, the arbitration shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. As a condition precedent to serving a demand for litigation or arbitration, Client agrees that it will obtain a written certificate executed by an independent design professional with similar experience on similar projects and licensed in the jurisdiction in which the project is located certifying that DWE failed to meet the applicable standard of care. Client will provide DWE with a copy of the certificate and all written analysis supporting the certificate's findings at least 30 days before serving a demand for litigation or arbitration. Mediation shall be a prerequisite to litigation or arbitration. Client and DWE



agree that any party hereto shall commence all claims and causes of action within the period specified by applicable law but in any case, not more than Seven (7) years after the date of substantial completion of the project. Client and DWE waive all claims and cause of action not commenced or noticed in accordance with the time periods in this section.

- 21) **Governing Law:** The laws of the State that the project is constructed will govern the validity of this Agreement, its interpretation and performance. Any dispute arising in any way from this Agreement shall be subject to the jurisdiction of the courts of that State.
- 22) **Client's Terms.** Any terms and conditions set forth or referenced in Client's purchase order, requisition, or other notice of authorization to proceed are inapplicable to the services provided under this proposal or any related agreement, except when specifically accepted or confirmed in writing and signed by DWE.
- 23) **No Third Party Beneficiaries.** DWE's responsibilities under this Agreement run only to Client. DWE's responsibilities do not extend to any third party including, without limitation, the successors and assigns of Client, any Client's Association or any individual unit owner associated with Client. To the fullest extent permitted by law, no party has any third-party beneficiary or other rights arising from or related to the services provided by DWE.
- 24) **Limitation of Liability.** Client agrees that, in recognition of the relative risks and benefits of the project, DWE's aggregate joint, several and individual liability, whether for breach of contract, breach of warranty, negligence, professional malpractice, strict liability or otherwise will be limited to an amount no greater than \$1 million or DWE's fee, whichever amount is lesser. This provision will survive the termination or expiration of this Agreement.
- 25) **Limitation of Remedy.** Client covenants that it will not, under any circumstances, bring a lawsuit, arbitration demand, or claim of any kind against DWE's individual employees, officers, directors, or agents and that Client's sole remedy will be against DWE, Inc.
- 26) **Waiver of Consequential Damages.** Neither DWE nor any of its officers, directors, employees or agents will be liable for any indirect, punitive, consequential, liquidated, or exemplary damages of any nature, including but not limited to fines, penalties or lost profits, whether said claim is based upon contract, warranty, tort (including negligence and strict liability) indemnity or any other theory of law, and the Client expressly waives all rights and remedies with respect to the same.
- 27) **Entire Agreement.** This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. Design West Engineering reserves the right to revise the fee stated herein if not accepted within a period on 60 days from the date of the proposal.

We appreciate the opportunity to work with you on this project. We look forward to your response.



Respectfully,



Adrian Jacquez

DESIGN WEST ENGINEERING

Accepted by (Sign): _____

Accepted by (Print): _____

Date: _____

Client Job Number: _____

DWE Proposal Number: P-2416951

Bill To: (If different from client listed on proposal)

Company: _____

Name: _____

Address: _____

Email: _____

Phone: _____





3225 La Jolla Village Drive, Suite 200, San Diego, CA 92161
 Phone: 619.451.7200 Fax: 619.451.7201
 www.stk.com

SEAL:

CONSULTANTS:

PRODUCTION:
 CITY OF
 LAKE ELSINORE
 33 SOUTH MAIN ST
 LAKE ELSINORE, CA 92529

PROJECT NAME:

LIBRARY

SUMNER AV
 LAKE ELSINORE, CA 92529

TITLE INFORMATION:
 DATE: INFORMATION
 02/09/2024

REVISIONS

No.	Date	Description

SEAL:

SHEET INFORMATION:
 STK PROJECT NO: 218-24-04
 SCALE: 1" = 20'-0"
 DATE: OCTOBER 2022

SHEET TITLE:

OVERALL SITE
 PLAN

SHEET NO.:

A101







City of Lake Elsinore Public Library



