

Robert T. Flowers
RCE 18324
Stephen G. Flowers
RCE 26192
Vernon E. Williams
RCE 33690
Eric L. Flavell
RCE 33000
Alan H. Chierici

FLOWERS & ASSOCIATES, INC.
C I V I L E N G I N E E R S
201 NORTH CALLE CESAR CHAVEZ, SUITE 100, SANTA BARBARA, CA 93103
PHONE: 805.966.2224 • FAX: 805.965.3372
www.flowersassoc.com

W.O. 1362

November 6, 2013

Mr. Carl Mayrose
Project Manager
Santa Barbara Unified School District
724 Santa Barbara Street
Santa Barbara, CA 93101

**Subject: La Cumbre Junior High School
Main Parking Lot Reconstruction Project**

**Proposal for Civil Engineering Services for Design, Preparation of
Construction Documents, Construction Contract Administration Support**

Mr. Mayrose:

Flowers & Associates, Inc. is pleased to submit this proposal for engineering services for the subject project. This proposal is based on our joint efforts to date whereby various geometric layouts for an improved parking lot have been developed by this office and reviewed/critiqued by District planning facilities and school staff, and on a site visit which you and I made at 3:00 on a Friday afternoon.

We have separated this work, which warrants complete parking lot reconfiguration and pavement reconstruction, from pavement renovation work in Parking Lot No. 2 and the Playground areas. We will provide a separate proposal for that work. A Pavement Work Areas Exhibit which defines the three areas is attached hereto.

We understand the objectives of this project to be as follows:

- Improving circulation through the parking lot, including eliminating the exit driveway near Modoc Road, and increasing the number of parking stalls.
- Regrading the parking lot to eliminate the split-level areas currently separated by concrete curb.
- Moving the trash dumpsters to a location less impactive to classrooms.
- Providing landscaping in newly created islands and unpaved areas adjacent to the parking lot to create a finished look.
- Providing overhead lighting, budget permitting.

We propose to provide coordination, design and preparation of construction documents, and construction contract administration support services for the above described work. Because the work will involve fields of expertise and licensing beyond civil engineering, we have requested the following firms to assist us with this project:

PMSM Architects:	DSA and City HLC review
Earthform Design:	Landscaping, irrigation
C. Hood & Associates, Inc.:	Lighting, electrical
Storke, Wolfe & Associates:	Structural detailing

Subconsultant proposals are attached hereto.

A field-surveyed Topographic Map of the project area is currently being prepared by Simpson Land Surveying Company. This survey may require minor supplementation during design.

We have requested that Pacific Materials Laboratory provide the School District a proposal to obtain corings and borings through the existing pavement sections and subgrade soils and to provide recommendations for grading, subgrade preparation, pavement sections, and light standard footing design.

There are several existing storm drain inlets in the parking lot. We request that the School District have the storm drains serving these cleaned and video-surveyed to identify material, condition, lateral connections, and point of discharge.

Because the area to be disturbed by construction exceeds 1-acre, it may also be necessary to prepare a Storm Water Pollution Prevention Plan and file a Notice of Intent (N.O.I.) to potentially discharge storm water from a construction site with the Regional Water Quality Control Board. We will attempt to obtain a dry-weather exemption from the State.

SCOPE OF SERVICES

We propose to provide the following services:

A. COORDINATION

1. Exchange information with District staff, school staff, land surveyor, geotechnical engineer.
2. Review site.
3. Research presence and schematic locations of existing buried utilities and other infrastructure with City Public Works, public utility companies, and School District; add data collected to base drawing electronic files.

4. Develop concept drawing for parking lot layout based on aerial topography, showing proposed circulation, standard and accessible parking stalls, walkways; review with District and School staff.
5. Incorporate comments from coordination meeting(s) into concept drawing.
6. Provide engineer's concept-level opinion of construction cost.

B. DESIGN / CONSTRUCTION DOCUMENTS

1. Exchange information with District staff, school staff, land surveyor, geotechnical engineer.
2. Review site during design.
3. Edit (graphics only) electronic file for Topographic Survey to compile base sheets for our work.
4. Design and prepare construction drawings, including appropriate details. Drawings will be compiled digitally, ink on bond, 36" x 48" oversize sheets to accommodate work area, but otherwise conforming to our office standard format. Civil sheets are anticipated to be as follows:

Title / General Information	1 sheet
Grading, Paving and Drainage Plan	2 sheets
Parking / Striping Plan	1 sheet
Details	3 sheets
<u>Topographic Survey</u>	<u>2 sheets</u>
	9 sheets

5. Prepare project directory sheets and procedural and technical specifications; deliver in hard copy format for binding in Project Manual by School District.
6. Meet with District and School staff throughout design period.
7. Provide engineer's opinion of construction cost.
8. Prepare Exhibits for Lease Leaseback Agreement.
9. Meet with contractor and District staff, first to review construction documents and scope of work presented therein preparatory to value engineering by contractor and, second to review value engineering comments by contractor.
10. Incorporate value engineering revisions into construction documents.

C. SWPPP / N.O.I. OR DRY WEATHER EXCEPTION

1. Exchange information with School District staff and State Regional Water Quality Control Board.

2. Compile and file Application for Dry Weather Exemption.
3. If required, compile SWPPP drawings and bound manual; compile and file N.O.I. with State.

D. CONSTRUCTION CONTRACT ADMINISTRATION SUPPORT

1. Attend Pre-Construction Meeting.
2. Attend Construction Progress Meetings.
3. Review contractor's Submittals.
4. Respond to contractor's Requests For Information.
5. Process Construction Change Directives and Construction Change Orders, if any.
6. Perform intermittent construction observation and review to assess compliance with contract documents; exchange information with School District staff, contractor, and inspector.
7. Perform final walk through and compile punch list.
8. Process contractor's Applications for Payment.
9. Review Record Drawings by contractor.

COMPENSATION

We will complete the services described above on a Time and Materials basis in accordance with the attached Fee Schedules / subconsultant proposals up to a NOT-TO-EXCEED amount of \$81,000.00. We estimate the cost breakdown to be as follows:

Flowers & Associates, Inc.	\$56,000
PMSM Architects	4,000 fee
PMSM Architects	2,500 estimate*
Earthform Design	9,800
C. Hood & Associates, Inc.	4,500
Stork, Wolfe & Associates	2,500
Reproducibles	1,700
Total	\$81,000*

*PMSM Architects has budgeted / estimated \$2,500 for assisting with project review by City Historic Landmarks Committee. This fee could be higher.

It is the policy of Flowers & Associates, Inc. to keep our fees to the minimum required to comply with Client and jurisdictional agency requirements and good engineering practices and,

as such, it is possible that the work can be accomplished for less than the maximum amount stated herein above.

Services will be billed for at approximately monthly intervals in accordance with the attached Fee Schedule. Payment is due upon receipt of Statement.

SPECIFIC EXCLUSIONS

Specifically not included in the above Scope of Services / Compensation are the following:

1. Any involvement with hazardous waste including detection, evaluation, management and cleanup.
2. Any involvement with contractor's construction safety measures.
3. Preparation of Record Drawings (by contractor).

SERVICES AND/OR INFORMATION TO BE PROVIDED BY OTHERS

1. Field-surveyed topographic mapping of work areas at 1"=10' scale; supplemental surveying as determined necessary during design.
2. Geotechnical engineering report providing recommendations for grading, subgrade preparation, light standard footing design.
3. Results of video survey of existing storm drains.

AGREEMENT BETWEEN CLIENT AND CONSULTANT

We understand that this Proposal will be attached to the District's standard agreement for consulting services.

Should you have any questions, please do not hesitate to contact the undersigned. We appreciate your consideration of our firm and look forward to working with you on this project.

Sincerely,
FLOWERS & ASSOCIATES, INC.

By: _____
Stephen G. Flowers, P.E.
Vice President

SGF/mk

Encls.

Robert T. Flowers
RCE 18324
Stephen G. Flowers
RCE 26192
Vernon E. Williams
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201 NORTH CALLE CESAR CHAVEZ, SUITE 100, SANTA BARBARA, CA 93103

PHONE: 805.966.2224 • FAX: 805.965.3372

www.flowersassoc.com

FEE SCHEDULE

Effective January 1, 2013
Until Revised

<u>ENGINEERING SERVICES</u>	<u>HOURLY RATE</u>
Principal Engineer	\$175.00
Associate Engineer	\$160.00
Senior Engineer.....	\$144.00
Drainage Engineer	\$144.00
Resident Engineer.....	\$144.00
Design Engineer.....	\$124.00
Senior Inspector	\$124.00
Survey Technician.....	\$105.00
CAD Designer	\$105.00
Inspector.....	\$ 97.00
CAD Technician	\$ 97.00
Word Processor	\$ 85.00

<u>PLANNING SERVICES</u>	<u>HOURLY RATE</u>
Senior Planner.....	\$134.00
Project Manager.....	\$120.00
Planning Technician.....	\$ 97.00
Project Administrator.....	\$ 88.00

EXPERT TESTIMONY

Expert Testimony, Deposition, Court Appearance and Research related thereto will be charged at 3.0 times the applicable hourly rate.

REIMBURSABLE EXPENSE

Prints, plots, and other expenses connected with the work will be charged at cost.

CONSULTANTS

Subcontracts administered by Flowers & Associates, Inc. will be charged at cost plus 10%.

October 17, 2013 *Revised*

Mr. Stephen G. Flowers, PE
Flowers and Associates
201 North Calle Cesar Chavez, Suite 100
Santa Barbara, CA 93103



Subject: Santa Barbara Unified School District
La Cumbre Junior High School – Main Parking Lot Reconstruction

Dear Steve:

Thank you for the opportunity to provide professional architectural services to Flowers and Associates. We are pleased to submit this proposal for the main parking lot reconstruction project at La Cumbre Junior High School. Work shall consist of the following:

- Assist with review and approval process for City of Santa Barbara Historic Landmarks Committee
- Assist with DSA review, forms, processing as needed to obtain approval and final closeout.
- Attend (1) Preliminary Meeting with DSA and (1) Over-the Counter Meeting with DSA.

PROJECT DESCRIPTION

Based on the plan provided to our office at a site meeting on October 8, 2013 and further discussion with you, we understand the general scope of the project to include, but is not limited to:

Full reconstruction of the main parking lot off of Portesuello Avenue to include:

- Sidewalk improvements and new entry points
- New lot configuration with new planters, curbs, paving and striping
- New drop off zone
- New accessible parking stalls
- New site signage
- New Lighting

SCHEDULE

Based on the Preliminary Project Timeline you have provided, we understand the general remaining schedule to be as follows:

Design Development	October 7, 2013 – December 20, 2013
Construction Documents	January 2, 2014 – February 28, 2014
DSA/City of SB	March 3, 2014 – May 09, 2014
Lease/Leaseback Agreement	May 12, 2014 – June 13, 2014
Construction	June 16, 2014 – August 15, 2014

SCOPE OF SERVICES AND FEE

PMSM will provide subconsultant architectural services to Flowers and Associates to assist with the DSA review, approval and documentation submittal process.

Total Fixed Fee: \$ 4,000.00

PMSM will provide subconsultant architectural services to Flowers and Associates to assist with the HLC review, approval and documentation submittal process.

Hourly Fee Budget (Based upon 20 hours): \$ 2,500.00

Services and review will be managed by Rosa E. Alvarado, Architect - license number C-29353.

802 COTA STREET, SUITE A SANTA BARBARA, CA 93103 TEL 805-963-1955 FAX 805-564-8582

SANTA BARBARA, CA • SAN LUIS OBISPO, CA

REIMBURSABLE EXPENSES

There are no reimbursable expenses anticipated for this project. If any reimbursable expenses do arise, PMSM shall notify Flowers and Associates and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

BILLING

We will bill you monthly based on a percentage complete basis. Payment is expected within 30 days of the billing date.

TERMINATION

Either of us may terminate this agreement for any reason by seven days' written notice. We agree to stop work immediately upon receiving your notice, except for reasonable time during the seven-day notice period to put the documents in order and to close down the project; you agree to pay us for such work.

DAMAGE LIMITATION

As a material inducement to PMSM Architects to enter into this Agreement, Flowers and Associates agrees that the total liability of PMSM Architects (whether for compensatory or consequential damages, attorneys' fees, costs, or any other type of damages or liability whatsoever) arising out of or relating to any alleged negligence, design defects, or breach of this agreement by PMSM Architects, shall be limited to the fee earned.

INDEMNITY

As a material inducement to PMSM Architects to enter into this Agreement, Flowers and Associates agrees to indemnify, defend and hold PMSM Architects, its agents, employees, officers, directors, and consultants harmless from and against any and all claims, suits, actions, damages, fees, (including attorneys' fees), and liabilities whatsoever which arise out of or relate to the project unless resulting from the sole negligence or willful misconduct of PMSM Architects.


If this proposal meets with your approval, please sign below and return a copy for our records.

We are excited about working on this project and with your firm. Thank you for this opportunity to be of service.

Sincerely,



Anthony Palazzo, Architect
Principal Architect
PMSM Architects



Rosa E. Alvarado, Architect
Senior Project Architect
PMSM Architects

Approved:

Stephen G. Flowers, P.E.
Principal
Flowers and Associates



Sept. 30th, 2013

Mr. Stephen Flowers
Flowers & Assoc. Inc.
201 N. Calle Caesar Chavez #100
Santa Barbara, Ca. 93103

RE: Landscape Architectural Services for the LaCumbre Junior High School Main Parking lot on Portesuello Ave. and Modoc Rd. in Santa Barbara, CA

Dear Mr. Flowers,

Thank you for the opportunity to submit this proposal for Landscape Architectural services for this necessary upgrade to the main parking lot at LaCumbre Junior High School. Per my site visit and our discussions we would propose to furnish the following items as required:

1. Design studies using your new parking circulation layout for landscape trees, shrubs, and ground covers in the parking islands. As well as showing new planting in all areas adjacent to walkways and the School building.
2. Incorporation of new irrigation plans to account for the proposed plantings.
3. Working to resolve all landscape and Hardscape interfaces in the project area.

To meet these requirements I propose to furnish the following professional services:

I. Preliminary Design:

Including reconnaissance visits to the site, as necessary, for drawing and coordination, also preparation of base plan from information provided by SBSD, Engineer, and Surveyor. Schematic layouts of design concepts presented for review and approval by all parties.

II. Working Drawings:

- A. Plans, elevations, construction details, plant lists, irrigation plans, and all other drawings to communicate details for demolition, revisions, approvals, bids, and site remodel construction.
- B. Specifications as necessary for clarifications and bid documents
- C. Assistance in bidding and coordination.

III. Construction Supervision:

Assistance and observation of quality, compliance, and installation as requested.

1227 DE LA VINA STREET
SANTABARBARA, CALIFORNIA 93101
805.963.2006 FX.963.8335
INFO@EARTHFORM.COM





LaCumbre Junior High School - Parking lot landscape

Pg. 2

Based on the above outline of design services, we propose to design, present, consult, and provide a working drawing bid package for items **I.** and **II.** Item **III.** The supervision can be done as determined necessary. We estimate a top limit fee for the described work to be \$9,800.00. We will bill our normal hourly rates are \$150.00 per hour principal, \$135.00 per hour senior assoc., \$100.00 per hour associates design, \$85.00 design/CAD drafting, and \$45.00 per hour administrative. If there are major changes after the Preliminary Design has been approved, additional design costs may be incurred. All printing and engineering costs will be billed at cost plus 10% handling.

Please sign and return one copy of this letter, and it will constitute our agreement.

We are very excited to continue working with you and Flowers Assoc. on this Historic School District property and, I am confident you will be pleased with the results.
Thank You.

Sincerely,

Approved:

Date: _____

Sam W. Maphis IV, ASLA
Earthform Design
Principal, CA. #2703

1227 DE LA VINA STREET
SANTABARBARA, CALIFORNIA 93101
805.963.2006 FX. 963.8335
INFO@EARTHFORM.COM





November 2, 2013

Steve Flowers
Flowers & Associates, Inc.
201 N. Calle Cesar Chavez
Suite 100
Santa Barbara, CA 93103

Project: SBUSD La Cumbre Junior H.S. Parking Lot Lighting Addition
Subject: Proposal for Electrical Engineering Consulting Services
Proposal №: 13-262

Dear Steve:

Thank you for the opportunity to propose on your SBUSD La Cumbre Junior H.S. Parking Lot lighting project. The scope of work given below is based on the drawings we received from your office.

Our Scope of Work Will Include:

- 1) Construction Document Phase:
 - a) Parking lot lighting plans
 - b) Electrical single line diagram
 - c) Electrical load calculations and documentation
 - d) Electrical equipment details
 - e) Photometric calculations
 - f) Outdoor Title 24 calculations and documentation.
- 2) 100% Construction Document submittal: PDF drawing files and three stamped/signed sets of bond for permit application.
- 3) Completion of DSA electrical plan check corrections.

Excludes:

- 1) Electrical system design beyond the parking lot lighting design.
- 2) Meetings with DSA plan check officials in Los Angeles
- 3) Security system design
- 4) Fire alarm system design
- 5) Telecommunication system design

- 6) Reproduction & shipping costs
- 7) Construction observation
- 8) Plan check fees
- 9) As-built drawings
- 10) Value engineering and cost estimates
- 11) Alternative energy system (solar, wind, geothermal design)
- 12) Structural engineering.

Compensation:

Services for this project shall be provided on a lump sum basis. We propose to provide the above electrical engineering services for a fee of \$4,500.

The above scope of work is based on the following conditions:

The Civil Engineer or Architect is to provide site plans, parking lot plans, etc. in AutoCAD format.

For purposes of this proposal, it is assumed that the existing electrical service and distribution systems have adequate spare capacity to supply the new construction project. It is also assumed that the point of connection is within 50 feet of remodel area. It is also assumed that the existing point of connection equipment requires little or no modification to supply new construction. In the event that the service equipment or distribution systems are found inadequate for the expansion, additional electrical engineering fees may be necessary to upgrade the existing power systems.

Fee proposal will be honored for a period of sixty days, after which it may be renegotiated at the engineer's option.

It is agreed that the professional services of the Engineer (a.k.a. Design Professional) do not extend to nor include the review or site observation of the Contractor's work or performance. Job site visits beyond those listed, if required, shall be billed at an hourly rate.

It is further agreed that the Owner (a.k.a. Client) will indemnify and hold harmless the Engineer from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from or alleged to have arisen from the Contractor's performance or failure of the Contractor's work to conform to the design intent and the contract documents. The Engineer agrees to be responsible for his own or his employees' negligent acts, errors or omissions. The Client shall promptly render all decisions relating to his profession.

Owner and Design Professional have discussed their risks, rewards and benefits of the project and the Design Professional's total fee for services. The risks have been allocated such that the Owner agrees that to the fullest extent permitted by law, the Design Professionals total liability to Owner for any and all injuries, claims, losses,

expenses, damages, or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total amount of \$50,000. Such causes include but are not limited to Design Professionals negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Client and Consultant acknowledge that this provision was expressly negotiated and agreed upon.

Work which has been substantially altered or deleted from the original scope of the project shall be billed for at an hourly rate of \$160.00/hr Principal, \$125.00/hr Project Manager, \$90.00/hr Project Engineer, \$75.00/hr Sr. Drafter, \$65.00/hr Drafter, and \$55.00/hr Word/Data Processing.

The services described above include three stamped and signed hard copy sets of construction documents and PDF electronic drawing files. Reproduction costs of drawings and/or specifications required for bidding and construction purposes are not included. Additional bond prints shall be reimbursed at \$2.50 per 24" x 36" sheet and \$3.00 per 30" x 42" sheet.

Invoices are monthly and are payable within 30 days of receipt of invoice. Payments not received within 90 days of invoice date shall be subject to 1-1/2% per month interest on the unpaid balance. After three months, delinquent accounts will be referred to our attorney for collection. All reasonable attorneys' fees will be included in the unpaid balance and paid by the Client.

If the Client objects to any portion of an invoice, the Client shall so notify the Design Professional in writing within 15 calendar days of receipt of the invoice. The Client shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated above shall be paid by the Client on all disputed invoiced amounts resolved in the Design Professionals favor and unpaid for more than 90 calendar days after date of submission.

In the event that there is a conflict or ambiguity between the terms of this proposal and any contract executed in connection with this project, then the terms of this proposal shall govern and supersede all other instruments.

For purposes of venue and jurisdiction, the parties agree that this contract has been performed and executed in the City of Ventura, County of Ventura, State of California.

This contract may be terminated by either party upon 14 days written notification. The Engineer shall be paid for work performed until date of termination and shall provide to the Client all documents and drawings completed as a portion of the completed work effort.

If this proposal is in accordance with your requirements, please sign and return the enclosed copy of this proposal and provide us with instructions as to target dates for completion of design and construction drawings.

We look forward to the opportunity of serving you in your Electrical Engineering needs.
If you have any questions regarding this proposal, please contact us.

Craig Hood, P.E. LEED AP, BD + C
C Hood & Associates, Inc.

(Signature)

Date

Date

Stork, Wolfe & Associates

STRUCTURAL ENGINEERS

1124 NIPOMO STREET #8 SAN LUIS OBISPO, CA 93401

PH: 805.548.8600 FX: 805.548.8601

October 22, 2013

Stephen G. Flowers, PE
Flowers & Associates, Inc.
201 N. Calle Cesar Chavez, Suite 100
Santa Barbara, CA 93103

Re: La Cumbre Junior High School
Main Parking Lot Reconstruction

Dear Steve:

We appreciate the opportunity to submit our proposal for Structural Engineering services for the reconstruction of the main parking lot at La Cumbre Junior High School in Santa Barbara. We look forward to working with you on this project.

It is our understanding that our scope of work includes the following:

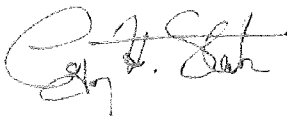
- Structural drawings and calculations for the foundations of up to two types of light poles. It is assumed that the total number of light poles will be approximately ten (10), and the height will be between 15 and 25 feet.
- Response to DSA plan review comments as needed to obtain a permit for construction.

The fee for the work described above will be **\$2,000**. Construction administration services, including code required structural observation, our response to all structural RFI's, and any additional site visits as required by the District or contractor, will be an additional **\$500**. We can begin working on this project at your convenience.

If the terms of this proposal are acceptable to you, please sign the enclosed contract, and return the contract form, checklist, and this proposal to us. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Stork Wolfe and Associates, Inc.



By: Gregory H. Stork, SE
Principal

Enclosures: Contract for Struc. Eng. Serv. (orig. w/attach.)

Stork, Wolfe & Associates

STRUCTURAL ENGINEERS

1124 NIPOMO STREET #8 SAN LUIS OBISPO, CA 93401

PH: 805.548.8600 FX: 805.548.8601

CONTRACT FOR STRUCTURAL ENGINEERING SERVICES

Flowers & Associates, Inc. (hereinafter referred to as "Client"), and Stork, Wolfe and Associates (hereinafter referred to as "Engineer"), agree to the following:

- 1) Engineer shall provide professional structural engineering services for the La Cumbre Junior High School – Main Parking Lot Reconstruction (hereinafter referred to as the "Project"). Additional information regarding the specific services to be provided by Engineer pursuant to this Contract for Structural Engineering Services (hereinafter referred to as the "Agreement") is described in the "Scope of Services Checklist," which is attached hereto and incorporated herein by reference.
- 2) Client understands and agrees that Engineer may incur additional costs and fees on the Project because of possible omissions, ambiguities or inconsistencies in the drawings and specifications previously prepared for the Project, or portions of the same, by Client's former agents or employees. Client agrees to pay any such additional costs and fees incurred by Engineer. Client further understands and agrees that Engineer is only responsible for the portions, additions, or modifications of the portion of the Project affected by Engineer's work, and not of the entire Project.
- 3) Engineer's services are based on accepted practice and that degree of care and skill customarily followed by reputable members of the profession practicing in this and other similar communities. As such, design studies, calculations, working drawings, specifications, and other documents related to the services to be performed under this Agreement may contain imperfect data, conflicts, errors, omissions, code violations and improper use of materials, which will be corrected by Engineer when identified.
- 4) Engineer's work shall be based on information supplied to him by Client or both third parties at Client's direction. Engineer shall not be held responsible for the accuracy of such information or omission of pertinent information.
- 5) All drawings, specifications and other work product of Engineer for the services to be performed under this Agreement are instruments of service only for the Project described in this Agreement, and shall remain the property of Engineer whether all services are completed or not. Re-use of any of the instruments of service of Engineer by Client on extensions of the Project or on any other project without the written consent of Engineer is prohibited.
- 6) When required by this Agreement, Client agrees to pay Engineer the hourly rates of the engineers and associated personnel rendering services under this Agreement as specified in the "Rate Schedule" attached hereto and incorporated herein by reference. Engineer shall charge in increments of one-quarter (0.25) of an hour, and the minimum time charged for any particular activity will be one quarter (0.25) of an hour. Engineer may raise the hourly rates for its engineers and associated personnel, no more than once per calendar year, by providing Client with at least thirty (30) days advance notice in writing. Invoices for services will be submitted monthly as work progresses and will be payable upon receipt by Client. The parties agree that if a lawsuit or some less formal proceeding, such as arbitration, is brought to enforce any obligations under this Agreement, then the prevailing party in any such action shall be entitled to an award of all collection costs, including reasonable attorney's fees, actually incurred.

- 7) Should payments by Client become overdue, Engineer reserves the right to suspend all work being provided pursuant to this Agreement.
- 8) Either Client or Engineer may terminate this Agreement at any time with or without cause upon giving the other party seven (7) calendar days prior written notice. Client shall, within thirty (30) calendar days of termination, pay Engineer for all services rendered and all costs incurred up to the date of termination, based on Engineer's current hourly rates.
- 9) The following services and charges, in addition to all others not listed, are specifically not included within this Agreement:
 - a) Geologic or Soils Engineering;
 - b) Civil Engineering and Land Surveying;
 - c) Sampling and testing materials and construction inspection services on site and off site;
 - d) Design and construction review services relating to Contractor's safety precautions or to means, methods, techniques, sequences or procedures such as scaffolding, underpinning, and temporary retainment of excavations that may be required for Contractor to perform his work;
 - e) Architectural services.
- 10) The services to be provided by Engineer pursuant to this Agreement are contingent upon various factors and events that may not be within Engineer's control. Engineer shall not be responsible for damages or be in default by reason of delays in performance resulting from strikes, accidents, acts of God or other delays unavoidable or beyond Engineer's reasonable control including, but not limited to, delays caused by Client or Client's agents to furnish information or approve or disapprove Engineer's work promptly. Should any such delay occur, the time of completion, if any is specified, shall be extended accordingly.
- 11) This Agreement contains the full, complete and exclusive agreement between the parties regarding the services described herein. In event any provision in this Agreement is held invalid or unenforceable, the other provisions in this Agreement shall remain valid and binding on the parties hereto.
- 12) Authorization to proceed given by Client shall constitute acceptance of all the terms of this Agreement.

ACCEPTED AND AGREED TO:

DATED:

STORK, WOLFE AND ASSOCIATES, INC.

DATED:

FLOWERS & ASSOCIATES, INC.

By: Gregory H. Stork, SE Principal
License No. S4981

By:

Stork, Wolfe & Associates

STRUCTURAL ENGINEERS

1124 NIPOMO STREET #8 SAN LUIS OBISPO, CA 93401
PH: 805.548.8600 FX: 805.548.8601

SCOPE OF SERVICES CHECKLIST

for

La Cumbre Junior High School Main Parking Lot Reconstruction

- ☒ 1. Drafting of structural plans & details
- ☒ 2. Construction specifications:
 - ☐ a. Redline specifications architect provides us;
 - ☐ b. "Camera ready" specifications in CSI format; or
 - ☐ c. "Camera ready" specifications in your format (other than CSI); or
 - ☒ d. Specifications included on the drawings
- ☒ 3. Structural calculations as required by DSA for new construction
- ☐ 4. Structural calculations as required by DSA for existing construction
- ☐ 5. Review and redline of structural drafting done by architect
- ☒ 6. DSA Plan Check corrections
- ☒ 7. Construction administration & field observation with written reports
- ☒ 8. Provide interpretation of structural drawings to contractor
- ☒ 9. Provide construction documents to resolve construction problems due to incomplete or incorrect structural drawings or specifications
- ☐ 10. Provide construction documents to resolve construction problems due to contractor's errors or omissions
- ☒ 11. Shop drawing review
- ☐ 12. Provide construction cost estimates
- ☐ 13. Provide "as-built" drawings
- ☐ 14. Make field measurements and/or inspections required to complete the design
- ☒ 15. Answer questions related to the structural drawings and specifications during the bidding process
- ☐ 16. Provide written report (no. of copies: _____)
- ☐ 17. Expert witness services (hourly fees to be negotiated with Engineer)
- ☐ 18. Design of structure for dynamic equipment loads
- ☐ 19. Design of non-structural elements for owner/architect specified deflection criteria
- ☐ 20. Other (*describe*):

Stork, Wolfe & Associates

STRUCTURAL ENGINEERS

1124 NIPOMO STREET #B SAN LUIS OBISPO, CA 93401
PH: 805.548.8600 FX: 805.548.8601

2013 RATE SCHEDULE

PRINCIPAL ENGINEER.....	\$125 per hour
SENIOR ENGINEER.....	\$115 per hour
PROJECT ENGINEER.....	\$100 per hour
JUNIOR ENGINEER	\$ 85 per hour
SENIOR CAD DRAFTER	\$ 80 per hour
JUNIOR CAD DRAFTER.....	\$ 60 per hour
SECRETARIAL	\$ 50 per hour
INTERN	\$ 40 per hour

Travel outside of San Luis Obispo and Santa Barbara Counties is charged at .50 cents per mile for automobile expenses. Other expenses directly related to a project are reimbursable with a 10% mark-up to cover processing expenses.