

December 5, 2024

P24.055

Mr. Joe Patty
Director of Maintenance & Operations
LODI UNIFIED SCHOOL DISTRICT
880 n. Guild Avenue
Lodi, CA 95240

Re: Proposal for Architectural Design Services
Installation of One Portable Classrooms at Four Sites

Mr. Joe Patty,

Thank you for inviting Derivi Castellanos Architects (DCA) to submit this Proposal to assist you with Architectural Design Services for the above-referenced project.

DESCRIPTION OF PROJECT

This project entails the installation of one 24'x40' portable classroom at four school sites. One portable classroom will be installed each of the following sites: Delta Sierra Middle School, Heritage Elementary School, Live Oak Elementary School, McAuliffe Middle School. See attached Exhibit A for proposed location of new portable classrooms. Electrical, fire alarm and phone/data will be connected from existing services on site. The new classrooms will not have toilets or sinks, therefore water and sewer utilities will not be required. As this project will be submitted to the Division of State Architect (DSA), additional site accessibility and path of travel improvements may be required.

SCOPE OF SERVICES TO BE PROVIDED BY DCA

- Review as-built information provided by District
- Site review, field-measurement
- Schematic Design
 - Reference site plan
 - Site demolition plan
 - New site plan
- Construction Documents
 - Reference site plan
 - Site demolition plan
 - Underground (electrical) utilities plan and details
 - New site plan and details
 - Specifications
 - Incorporate DSA pre-approved portable classroom building plans provided by building vendor

- Submittal to DSA for over-the-counter review
- Respond to questions during Bid Phase
- Construction Administration
- Project closeout and DSA certification

TIMELINE

Architect's proposed timeline is as follows:

• Schematic Design	6 weeks
• Construction Documents	6 weeks
• DSA Submittal (over-the-counter review)	2 weeks
• Bidding Support	4 weeks
• Construction Phase*	7 weeks
• Project Closeout/Certification	4 weeks

If DCA's services are extended beyond the duration shown above by delays of the District or other factors beyond DCA's control, DCA will be entitled to additional compensation to cover additional staff time and expenses.

ARCHITECT FEE SUMMARY

The basis of District payments to Architect shall be Lump Sum by Phase by Percent Complete as set forth below:

1. Delta Sierra Middle School	\$33,990
2. Heritage Elementary School	\$33,990
3. Live Oak Elementary School	\$33,990
4. McAuliffe Middle School	\$33,990
Total	\$135,960

Notes:

- a. Please refer to attached Fee Estimate Worksheet for additional details.
- b. Additional Services shall be provided at T&M rates in effect at the time of the request.
- c. Reimbursable expenses are not included in above figures, DCA recommends the District budget \$2,000 for reimbursable expenses.
- d. Assumes all four projects will be completed concurrently, in one phase. If project is broken up into multiple phases, or put on-hold for more than six months, DCA will be entitled to additional compensation.
- * Architect Fee is based on a 7-week construction phase. If construction is extended beyond this duration, DCA will be entitled to a pro-rated increase to its Fee.

District will be billed monthly. Invoiced amounts are payable and due within thirty (30) days from receipt of invoice. DCA Hourly Rate Schedule attached. This Proposal is valid for 90 days.

ARCHITECT AND DISTRICT RESPONSIBILITIES

Architect and District agree that each will provide information and services as described below:

Discipline	By District (if required)	By Modular Vendor	By DCA	Excluded, or not Required
Hazmat Testing				X
Soils Toxics Testing/Clearance	X			
Topographic Survey	X			
Underground Utilities Survey	X			
Geotechnical/CGS Study	X			
Inspector of Record (IOR)	X			
Special Inspection & Testing	X			
CEQA Study				X
Traffic Study				X
State Funding/CDE/OPSC Consultant	X			
Educational Specifications	X			
Cost Estimating			X	
Civil Engineering			X	
Storm Water Pollution Prevention Plan				X
Landscape Architecture				X
Relocatable Building Design (Pre-Check)		X		
Structural Engineering		X		
Fire Sprinklers Design				X
Mechanical/Plumbing Engineering				X
Mechanical/HVAC Engineering		X		
Electrical Engineering – Site Only			X	
Fire Alarm Design			X	
Phone/Data Cabling Design			X	
Clock/Bell/Speaker Design			X	
Audio/Visual Infrastructure				X
Audio/Visual Specifications				X
Food Service Design				X
Acoustic Engineer				X
Furniture Specifications				X
LEED/CHPS Coordination				X
3 RD Party Commissioning Agent				X

ASSUMPTIONS & CLARIFICATIONS

1. The new classrooms will be DSA Pre-checked 12'x40' portable units and will be procured separately by the District.
2. Modifications to the exterior/interior of the new classrooms buildings is excluded. Any modifications requested by District will be provided as an additional service.
3. It is assumed the new classrooms will sit on an elevated wood foundation, foundation and ramp to be designed by the building vendor.
4. The new classroom will not have water or sewer connections.
5. The new classrooms will not have any audio-visual systems.
6. Electrical, phone/data, fire alarm services will be extended from the existing on-site infrastructure within the project site (service/system upgrades or new services are not included). If any service upgrades are required, that design and coordination will be provided as an additional service.
7. Fire sprinklers are excluded. If fire sprinklers are required by DSA, that design and coordination will be provided as an additional service.
8. If DSA requires site accessibility improvements beyond the allowance included in DCA's base fee, that design and coordination will be provided as an additional service.
9. Landscaping design and tree protection are excluded.
10. No work other than the scope of work specifically identified in this proposal is included.
11. Design services related to building structures are excluded.
12. Design responsibility, inspection, site observation, final verified reports for the buildings will be delegated to the building vendor's Architect of Record.
13. District will provide most recent DSA-approved drawings for this site, showing compliance with accessibility, fire/life safety, restroom fixture count.
14. District will provide a geotechnical report if required for the design work.
15. District will provide a topographic/boundary survey and title report of the project area if required for the design work.
16. District will provide an underground utility survey of the project area if required for the design work.
17. District will be responsible for any required CEQA process.
18. District will be responsible for providing Division 00 and 01 "Front End" specifications.
19. DCA's support services during the bid and construction phases are only advisory in nature. DCA does not provide Construction Management services.
20. DCA will not be responsible for project cost or schedule.
21. DCA will not be responsible for the performance of District vendors or contractors.
22. DCA will not accept responsibility for existing site conditions, deficiencies, violations, hazardous materials, contamination that may exist on the site.
23. DCA will not work with hazardous or contaminated materials.
24. District will be responsible to confirm that no easements or other encumbrances exist within the project area.
25. District will be responsible for all permit, agency and utility company fees.
26. District is advised to investigate any uncertified projects on the sites prior to proceeding with the work. DCA can assist the District with certification of old/uncertified projects upon request at T&M rates in effect at the time of the request.
27. DCA's deliverables will be produced in two-dimensional industry-standard drawing format and will be transmitted to District in PDF format.

- 28. Changes to design requested by District after approval of a design milestone will be provided as an additional service.
- 29. Any other services not specifically included above will be provided as an additional service.
- 30. The construction duration is assumed to be 7 weeks; if this is extended, DCA will be entitled to an additional \$500 per week per site.
- 31. DCA provides the following standard insurance coverages; if additional coverages are requested by District, they will be provided upon acceptance by District of additional premium:
 - a. General Liability: \$1 mm per occurrence/\$2 mm aggregate/\$1 mm umbrella
 - b. Automobile Liability: \$1 million per occurrence/\$1 mm umbrella
 - c. Workers Comp: \$1 mm policy limit (per statute)
 - d. Professional Liability: \$2 million per occurrence/\$2 million aggregate

Respectfully submitted,
DERIVI CASTELLANOS ARCHITECTS

This Proposal is accepted as presented above,
LODI UNIFIED SCHOOL DISTRICT

Juan G. Barroso
Managing Partner

Signature of Authorized Representative

Printed Name and Title

Date

HOURLY RATE SCHEDULE
Effective January 1, 2024

The following rate schedule shall be used as a basis for establishing "time-and-materials" compensation:

Partner	\$275
<u>ARCHITECTURAL SERVICES:</u>	
Sr. Principal Architect	\$260
Principal Architect	\$250
Senior Architect	\$225
Architect II	\$210
Architect I	\$200
Sr. Project Manager	\$225
Project Manager	\$200
Design Manager	\$200
Job Captain	\$170
Designer II	\$155
Designer I	\$120
Design Assistant	\$ 95
<u>PROJECT MANAGEMENT/CONSULTING SERVICES:</u>	
Chief Operating Officer	\$260
Project Executive	\$250
Funding Advisor	\$250
Director of Engineering	\$250
Senior Project Manager	\$225
Project Manager	\$200
Cost Estimator	\$200
Senior Project Coordinator	\$170
Project Coordinator	\$155
Project Assistant	\$ 95
Support Staff	\$ 90
Consultants	Actual cost +10%

Reimbursable costs shall be billed at actual cost plus 10% and include reproduction, office consumables, mileage, shipping, telephone, software services, meeting costs, travel time, lodging, other miscellaneous services and expenses required to accomplish the work. Mileage will be reimbursed at the IRS standard mileage rate. These expenses shall not be considered a part of the overall maximum fee. All invoices are due and payable within 30 days of invoice date. All invoices for which payment is not received within 45 days will be assessed a 1.5% per month late charge (18% Annual Percentage Rate). This schedule is subject to adjustment every January 1st.