

GLUMAC

engineers for a sustainable future™

Willett Elementary School Multi-
Purpose Room HVAC Addition
Fee Proposal



October 12, 2015

Glumac Proposal No. 03.15.P0219

GLUMAC

engineers for a sustainable future™

Prepared for:

Davis Unified School District

1919 5th Street, Davis CA 95616

Prepared by:

GLUMAC

910 Glenn Dr.
Folsom, CA 95630
916.934.5103

October 12, 2015
George Parker
Davis Joint Unified School District
Director of Facilities, Maintenance & Operations
1919 5th Street, Davis CA 95616
530-759-2182
530-757-5321 (Fax)
gparker@djud.net

Subject: Mechanical & Electrical Fee Proposal
Multi-Purpose Room HVAC Addition

Dear George,

Glumac is pleased to provide the enclosed fee proposal for the MPR HVAC Replacement.

We believe you will find Glumac especially qualified for this project because of our:

- **Experience:**
 - Woodland Community College Lab Controls Retrofit
 - Multiple Projects At Consumes River College
 - Mission College Student Engagement Center
- **Sustainable Design Experience:** Glumac is a leader in cost-effective and innovative sustainable design solutions. Our staff of over 100 LEED APs has designed more than 200 LEED Certified projects, including 30 LEED Platinum projects. Our focus is “Green Buildings that Work” and we provide value to the Owners and users with the best engineering and commissioning solutions.
- **Location:** Our Sacramento office is in close proximity for meetings and site visits.
- **Staff:** Glumac is a full service MEPT engineering, design, and commissioning firm with a staff of over 300 professionals. We leverage each individual's special expertise to allow us to best serve our client's needs.

Let's discuss this proposal so we may tailor the scope of services and fee to match your requirements. We appreciate the opportunity to be of service and look forward to working with you and the rest of the team on this project.

Sincerely,



Josh Pirkel, PE
Mechanical Engineer
GLUMAC

FEE PROPOSAL

MULTI-PURPOSE ROOM HVAC ADDITION

PROJECT SCOPE

Building A is a ~6300 square foot building located in Willett Elementary School and is part of the Davis Unified School System. The building is metal and wood structure comprising of a large multi-purpose room and several small office, meeting, and break rooms. The primary complaint is that the building in general is too warm during the cooling season. An air conditioning and gas heating split system serves the multi-purpose room and appears deficient in cooling. A smaller air conditioning and gas heating split system serves the office area and the office tenants complained about deficient cooling. The scope of this project is to provide solutions to correct the lack of cooling for these two zones.

The design phase is estimated to take 2 weeks total.

No construction budget was provided. Generally, equipment will be designed with economy in mind to meet code minimum requirements. Glumac will not provide pricing.

SCOPE OF SERVICES

Mechanical scope of work:

1. Perform heat load calculations.
2. Provide packaged equipment selections to serve the multi-purpose room and office areas.
3. Provide two options for location of the new HVAC units. This will include a description and sketches as required.
4. One on-site meeting/site visit to discuss the options.
5. Provide duct main sizes and rough routing within multi-purpose room.
6. Coordination with structural engineer as required.
7. In general, performance and scoping documents will be provided to document the decisions made and provide a design-build contractor direction.
 - a. Equipment schedules
 - b. Cut sheets
 - c. Floor plan sketches
 - d. Narrative or description of changes
 - e. Performance specification for the packaged units

Electrical Scope:

1. Review panel sizing & load for inclusion of new HVAC units.
2. Provide location of power supply to HVAC units.

General scope of work:

1. Glumac will create scaled AutoCAD backgrounds, unless these are already available.
2. Engineering stamps permit ready drawings, or DSA submissions will not be provided. These will be provided by the design-build contractor.



3. Structural and architectural services are not included in this proposal.

Construction Administration: (option)

1. Review of submittals for major equipment. Submittals to be provided to Glumac by the design-build contractor. (up to 5 submittals)



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PROFESSIONAL FEES

You will be invoiced monthly at our standard hourly rates (schedule attached). We have estimated a maximum fee of \$15,000. We will update you monthly if the fee estimate needs to be modified.

PHASE	FEE
MEP/LV Design Services	
Conceptual Design Phase	\$13,200
Construction Administration (option)	\$1,800
Total MEP/LV Services Fee	\$15,000.00

REIMBURSABLE EXPENSES

In addition to the above fee, you will be invoiced for reimbursable expenses plus a 10% reimbursable mark-up fee. Reimbursable expenses include air travel, mileage, rental car, tolls, lodging and per diem, CAD plots (at our blueprint service provider's rates), printing (at Kinko's rates) and messenger services.

TERMS & CONDITIONS

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

- 1. 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. Client will pay Glumac, Inc. ("Glumac") interest on past due amounts at the rate of 1.5 percent per month or the highest amount permitted by law, whichever is greater. In addition to all other remedies, Glumac may withhold delivery of services, reports, plans, specifications, documents or other deliverables if Client fails to pay an invoice when due. Payment to Glumac 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. No withholding, deductions or offsets shall be made from Glumac's compensation for any reason unless Glumac has been found to be legally liable for such amounts. Payment of Glumac's fees shall be a condition precedent to bringing any action or suit against Glumac.
- 2. Contingency Fund.** The Client and Glumac agree that changes may be required to the plans and specifications during the various phases of design, development, and construction, and therefore the cost of the project may exceed the estimated construction cost. The Client will set aside a reserve in the amount of 10% of the estimated construction cost as a contingency reserve to be used, as required, to pay for any such changes. The Client waives any claim against Glumac or Glumac's subconsultants with respect to any increased costs to the extent of the contingency reserve due to such changes or due to claims made by the construction contractors relating to such changes.
- 3. Additional Services.** Any services not explicitly described as being performed by Glumac or its subconsultants are excluded. If agreed to in writing by Client and Glumac, Glumac will provide additional services. Client will pay Glumac for such additional services in accordance with Glumac's current fee schedule or as otherwise agreed by Client and Glumac in writing. These Terms and Conditions will apply to all additional services provided by Glumac. In the case of additional services added to the Engineering Fee Proposal, Glumac's liability shall be limited to the extent of the additional fee for the specific additional services added.
- 4. Professional Standards.** Subject to all conditions set forth herein, Glumac 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 Glumac. Glumac makes no warranties, either express or implied. Glumac 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.
- 5. Independent Contractor.** The relationship of Glumac to Client shall at all times be that of an independent contractor. Glumac shall not be liable for the acts of Client or its agents in performing Work.
- 6. Document Ownership.** Glumac holds copyright for all tracings, calculations, and other original documents produced by Glumac and such documents shall be the property of Glumac, 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 Glumac 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 Glumac. 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 Glumac. Glumac assumes no liability for misinterpretation, modification, or misuse by others of any instruments of service prepared by Glumac in accordance with its services.

7. **Electronic Documents.** If Glumac 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 Glumac alleging any inaccuracy or defect in the Electronic Documents; (b) Agree that Glumac 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 Glumac 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.
8. **Schedule.** Glumac 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 schedules reasonable periods of time for Glumac to perform its services and will require that they coordinate their services with Glumac's services. Client is aware that many factors outside Glumac's control may affect Glumac's ability to timely perform and complete its services and Client agrees that Glumac is not responsible for damages arising directly or indirectly from any delays, including but not limited to liquidated damages.
9. **Cost Estimates.** Any cost estimates provided by Glumac will be based on Glumac's professional experience and judgment. However, Client agrees that Glumac has no control over market conditions or bidding procedures and, as a result, Glumac does not warrant that bids or construction costs will not vary from Glumac's cost estimates.
10. **Construction Support.** If specifically included in the scope of Glumac'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 Glumac construction support services and shall provide Glumac all necessary contracts and documents to perform the same. Glumac will not provide any administration of the contract between the contractor and the Client. Glumac is not a contractor and does not provide the services of a contractor under any circumstances. Glumac will not supervise, direct or have control over any contractor's work, nor will Glumac have any responsibility for the means, methods, techniques, sequences or procedures of construction selected by the contractor, nor will Glumac be responsible for the contractor's safety precautions and programs in connection with the work, nor will Glumac 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 Glumac 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.
11. **Submittal Review.** Glumac 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. Glumac'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. Glumac's

review will be conducted with reasonable promptness while allowing sufficient time in Glumac'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. Glumac 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 Glumac be required to review partial submissions or those for which submissions for correlated items have not been received.

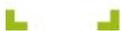
- 12. Property Release.** Client hereby irrevocably grants to Glumac, its employees, agents, licensees, independent contractors and assigns, permission to use, reuse, display, broadcast, perform, reproduce, distribute, transmit, reprint and commercialize, in any manner or media now known or later developed, photographs or artwork depicting property for which Glumac performs services ("Content") for any purpose (excluding defamation and pornography) which may include, among others, advertising, promotion, marketing and packaging for Glumac's products or services. Client agrees that the Content may be combined with other content, text and graphics and cropped, altered or modified.
- 13. Copyright License.** Client hereby irrevocably grants to Glumac, 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 Glumac 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 Glumac products or services and for any other business purpose or activity relating to Glumac. Client waives any right to inspect or approve Glumac's use of the Content, including written copy that may be created in connection therewith.
- 14. Termination for Convenience.** Either Glumac or Client may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days' prior written notice. Client will pay Glumac 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 Glumac's anticipated profit on the value of the services not performed by Glumac. If no notice of termination is given, Glumac'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 Glumac.
- 16. Additional Insured.** For both "Ongoing Operations" coverage and "Products/Completed Operation" coverage for up to a period of 10 years after project completion, Client will cause all of its general liability and excess insurers to name Glumac as an additional insured and Client will require its consultants, contractors and subcontractors performing services or work to name Glumac as an additional insured on their general liability and umbrella/excess insurance policies and provide evidence of compliance in the form of a certificate, endorsement, or other means upon request.
- 17. Waiver of Subrogation.** Client and Glumac waive all rights against each other for damages or loss to the extent covered by any available insurance. Client will require all of Client's insurers to waive subrogation against Glumac and Client will contractually require all of its contractors, consultants, and agents of any tier to have their respective insurers waive subrogation against Glumac.
- 18. 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 Glumac's choice) Glumac, 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 Glumac from claims or

losses to the extent those claims or losses are caused by the fault or negligence of Glumac or its employees as adjudicated by a court of competent jurisdiction). Under no circumstances shall Glumac 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.

19. **Modifications.** No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.
20. **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.
21. **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.
22. **Arbitration.** Client agrees that any claim, damage, or dispute arising out of these Terms and Conditions or any services performed by Glumac will be resolved by binding and confidential arbitration before a single arbitrator in the place where the project is located. 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 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 Glumac failed to meet the applicable standard of care. Client will provide Glumac with a copy of the certificate and all written analysis supporting the certificate's findings at least 30 days before serving a demand for arbitration. Client and Glumac 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 ten (10) years after the date of substantial completion of the project. Client and Glumac waive all claims and causes of action not commenced or noticed in accordance with the time periods in this section.
23. **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.
24. **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 Glumac.
25. **No Third Party Beneficiaries.** Glumac's responsibilities under this Agreement run only to Client. Glumac'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 Glumac.
26. **Limitation of Liability.** Client agrees that, in recognition of the relative risks and benefits of the project, Glumac'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 Glumac's fee, whichever amount is lesser. This provision will survive the termination or expiration of this Agreement.



- 27. Limitation of Remedy.** Client covenants that it will not, under any circumstances, bring a lawsuit, arbitration demand, or claim of any kind against Glumac's individual employees, officers, directors, or agents and that Client's sole remedy will be against Glumac, Inc.
- 28. Waiver of Consequential Damages.** Neither Glumac 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.
- 29. 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.



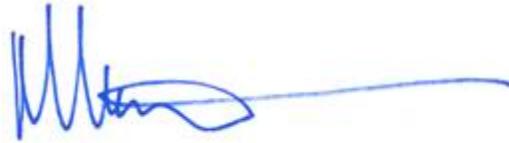
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This proposal shall be valid for a period of ninety (90) days from the date of proposal submittal.

Upon authorization, we will proceed with the scope of work detailed above unless notified of any changes in writing. Please endorse and return one copy of this proposal.

For **Davis Unified School District**

For **GLUMAC**



George Parker
Director of Facilities, Maintenance &
Operations

Michael Nichols, PE
Managing Principal

Date

October 12, 2015
Date

STANDARD HOURLY BILLING RATES

CLASSIFICATION	RATE/HR	CLASSIFICATION	RATE/HR
ENGINEERING DESIGN		SUSTAINABILITY CONSULTING	
President (Steve Straus)	\$275	Integrated Design / LEED Consulting	\$100 - \$170
Principal	\$225	Energy Modeling	\$110 - \$160
Associate Principal	\$205	CFD Modeling	\$120 - \$200
Project Manager	\$160 - \$200	Lighting Design	\$110 - \$160
Project Engineer	\$140 - \$190	Technology Integration Design	\$130 - \$180
Designer	\$100 - \$160	Commissioning	\$100 - \$180
BIM	\$105 - \$165	PROJECT ADMINISTRATION	
CAD	\$75 - \$105	Project Coordinator	\$100
Construction Manager	\$130 - \$190	Project Administrator	\$80
		Project Assistant	\$70

REIMBURSABLE EXPENSES

Drawing Plots & Prints (Color/Bond)	At cost (prevailing printer rates)
Travel, Lodging, Transportation	At cost
Printing, Reproduction, Photography	At cost
Mileage	At prevailing IRS Rate/Mile
Reimbursable Mark-up Fee (on all expenses)	10%

Effective January 2013