



June 16, 2023

City of San Bernardino
Public Works Department
Engineering Division
201 B North 'E' Street, 2nd Floor
San Bernardino, CA 92401
Attn: David Marghezi

**Re: Design & Engineering Services for 3rd Floor One Stop Permit Center
201 E Street, San Bernardino**

Dear Mr. Marghezi:

We are pleased to submit a revised proposal to provide architectural services for the above-referenced project. We understand the scope of work has been expanded to include additional rooms as indicated in blue on the attached floor plan. The areas highlighted in blue and yellow will be included in the tenant improvements to the 3rd floor to accommodate the new One Stop Permit Center, seating area, circulation area, creation of code compliant exiting and accessory support functions to meet current code and accessibility requirements. Services to be provided will include architectural, electrical, and mechanical engineering. Scope of work to be performed include the following:

- Architectural Design to include remodel and modification to the existing Council Chambers area to create One Stop Permit center defined areas for Public counter for each department to serve public needs with seating, staff and legal counsel areas that are separated by defined built-in barriers. Creation of breakout conference area for Conference room as necessary.
- Creation of storage and IT service areas that are directly accessible to the space to support the One Stop Permit Center and functions required of a multi-function space.
- Electrical design to include remodel and modification to power/ signal design, lighting design and audio-visual design to address the new layout and required needs of the reconfigured space and use.
- Mechanical design to include remodel and modification to the existing mechanical ductwork and system layout to meet required needs of the reconfigured space and use.

We intend to provide the following services:

Task 1 - Project Initiation Fee - Not Applicable

Task 2 - Project Information

1. Research requirements of local regulatory agencies.
2. Program / scope review meeting with the Owner.
3. Field verification of site and facility conditions by Architect, consultants and building official.
4. Field measure and creation of As-built plans

Task 3 - Schematic Design

1. Prepare floor plan based upon scope established by City departments.
2. Present floor plan options to city departments to determine final scope requirements and obtain approval of floor plan layout.
3. Review project scope and requirement with building official to establish and determine code requirements based upon final scope.
4. Modify as necessary final floor plan to address all department needs and accommodate required code and ADA accessibility for approval of the final floor plan layout.

Task 4 - Government Processing Planning Phase – Not Applicable

Task 4 - Government Processing Planning Phase – Not Applicable

Task 5 - Design Development

1. Based on Owner's approved schematic design, prepare demolition plan, dimensioned floor plan, noted floor plan, and reflected ceiling plan.

2. Prepare information and drawing packages to enable consultants to start work.
- Task 6 - Construction Documents
1. Based on the approved floor plan design, prepare construction documents to include the following:
 - a. Architectural documents
 - b. Electrical engineering documents
 - c. Mechanical engineering documents
 - d. Specifications
 2. Assist owner in selection and specification of finishes and furnishings as required.
- Task 7 - Government Processing Building Phase
1. Submit documents to government agencies for the purpose of obtaining a building permit.
 2. Make required plan check revisions. It is expected that plan check comments will be a reasonable interpretation of the code.
- Task 8 - Bidding Assistance – limited to one bid process
1. Issue bid documents to enable prices to be prepared by qualified contractors.
 2. Respond to contractor questions.
 3. Assist the Owner in reviewing the bids.
- Task 9 - Construction Administration
1. Respond to Contractor or inspector questions.
 2. Maximum of two shop drawing reviews per submittal. Additional shop drawing reviews shall be reviewed on an hourly basis in accordance with the Architect's fee schedule.
 3. Site inspections as needed but not more than 4 total.
- Task 10 - Close out
1. Develop a punch list by Architectural and Engineering consultants of outstanding items to be corrected by the Contractor.
 2. Assist the Owner in establishing substantial completion.

We will provide the above services for the following fees:

Task 1 Project Initiation Fee	-0-
Task 2 Project Information	\$5,625.00
Task 3 Schematic Design	\$7,625.00
Task 4 Government Processing Planning Phase	-0-
Task 5 Design Development	\$11,500.00
Task 6 Construction Documents	\$35,975.00
Task 7 Government Processing Building Phase	\$2,850.00
Task 8 Bidding Assistance	\$1,600.00
Task 9 Construction Administration	\$3,850.00
Task 10 Close out	\$1,550.00
Total	<u>\$70,575.00</u>
Estimated reimbursable	\$1,000.00
Total with reimbursable	<u>\$71,575.00</u>

Additional Services –

1. Changes to the scope of work during any phase of the contract shall be billed in accordance with the attached hourly rate schedule.
2. Services beyond submitting and allowing the review process to run its normal course shall be billed hourly in accordance with the attached hourly rate schedule. These services include but are not limited to phone calls to assure timely processing, tracking documents lost by government agencies and other efforts necessary to assure the government agencies are moving the project through the process.

Reimbursable expenses and services beyond the above-described scope shall be billed in accordance with the attached fee schedule. The Owner permits the Architect to take photographs of the property during construction and upon completion of the work.

Payments on account for services rendered, and for reimbursable expenses incurred, shall be made monthly upon presentation of Architect's statement of services. Architect may charge interest at a rate of 1% per month for unpaid balances over 30 days late. Work may stop on this project if an invoice is past due by more than 30 days. Collection efforts including liens will be pursued for invoices more than 90 days past due. The Owner agrees that the Architect has a lien on any money or property recovered in satisfaction or partial satisfaction of your claim in any matter in which you have retained the Architect. This lien is not limited to fees and costs incurred in the specific matter from which a settlement or judgment arose, but applies to all fees and costs the Owner owes the Architect for any legal services provided.

This Agreement may, without cause, be terminated by either party upon not less than seven days' written notice of withdrawal in the event that either party fails to meet to their obligations, or in the event either party determines, with reasonable discretion, that it would be unethical or impractical to continue in this or any other matter. In the event of termination, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses. The Architect reserves the right to make final selection of Consultants.

This Agreement constitutes the full understanding of the terms of the agreement, superseding any prior oral or written understanding, and may not be amended or modified except by a writing signed by both the Architect and Owner.

The following items are excluded from this proposal:

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| - Reproduction Costs (except for Architect's in-house use) | - Environmental Impact, CEQA & Traffic Reports |
| - Title Information (Radius Map, etc.) | - Agency Fees |
| - Voice/Data/Alarm Wiring | - Construction Related Testing/Reports |
| - Civil Engineering | - Project Scheduling |
| - Landscape Architecture | - Structural Engineering |
| - Fire Sprinkler/Alarm Design by others | - Plumbing Engineering |

If you would like us to proceed, and are in agreement with the above, please sign where indicated below and return one signed copy for our files. Work on this project will commence after receipt of the signed proposal. Thank you for this opportunity to be of service; we look forward to working with you on the successful completion of this project.

Sincerely,

Approved by:

MILLER

Architectural Corporation

Kathy Oswalt

Kathleen M. Oswalt
Senior Project Manager
(909) 910-2437

Signature

Date

2022 FEE SCHEDULE

MILLER ARCHITECTURAL CORPORATION
1177 IDAHO STREET, SUITE 200
REDLANDS, CA 92374
P 909.335.7400 F 909.335.7299

PROFESSIONAL AND TECHNICAL STAFF:

Senior Principal	\$242.00/hour
Court/Arbitration Appearance	\$289.00/hour
Deposition	\$315.00 - First Hour
	\$284.00 - Each Additional Hour
Principal (Architecture Division)	\$186.00/hour
Associate (Architecture Division)	\$163.00/hour
Principal (Interiors Division)	\$158.00/hour
Senior Project Manager	\$145.00/hour
Project Manager	\$135.00/hour
Senior Technician	\$126.00/hour
Intermediate Technician	\$88.00/hour
Senior Clerk/Executive Assistant/Office Mgr.	\$87.00/hour
Junior Technician	\$79.00/hour
Administrative Assistant/Marketing Assistant	\$84.00/hour
Secretarial/Clerical/Intern	\$65.00/hour
Archive Retrieval Fee	\$210.00/Flat Fee
Drone Photography/Remote Aerial Survey	\$263.00/hour

Overtime for hourly personnel will be charged at the base rate of 1.5 per hour for time in excess of 8 hours per weekday or for work on Saturdays, Sundays, and holidays.

EXPENSES:

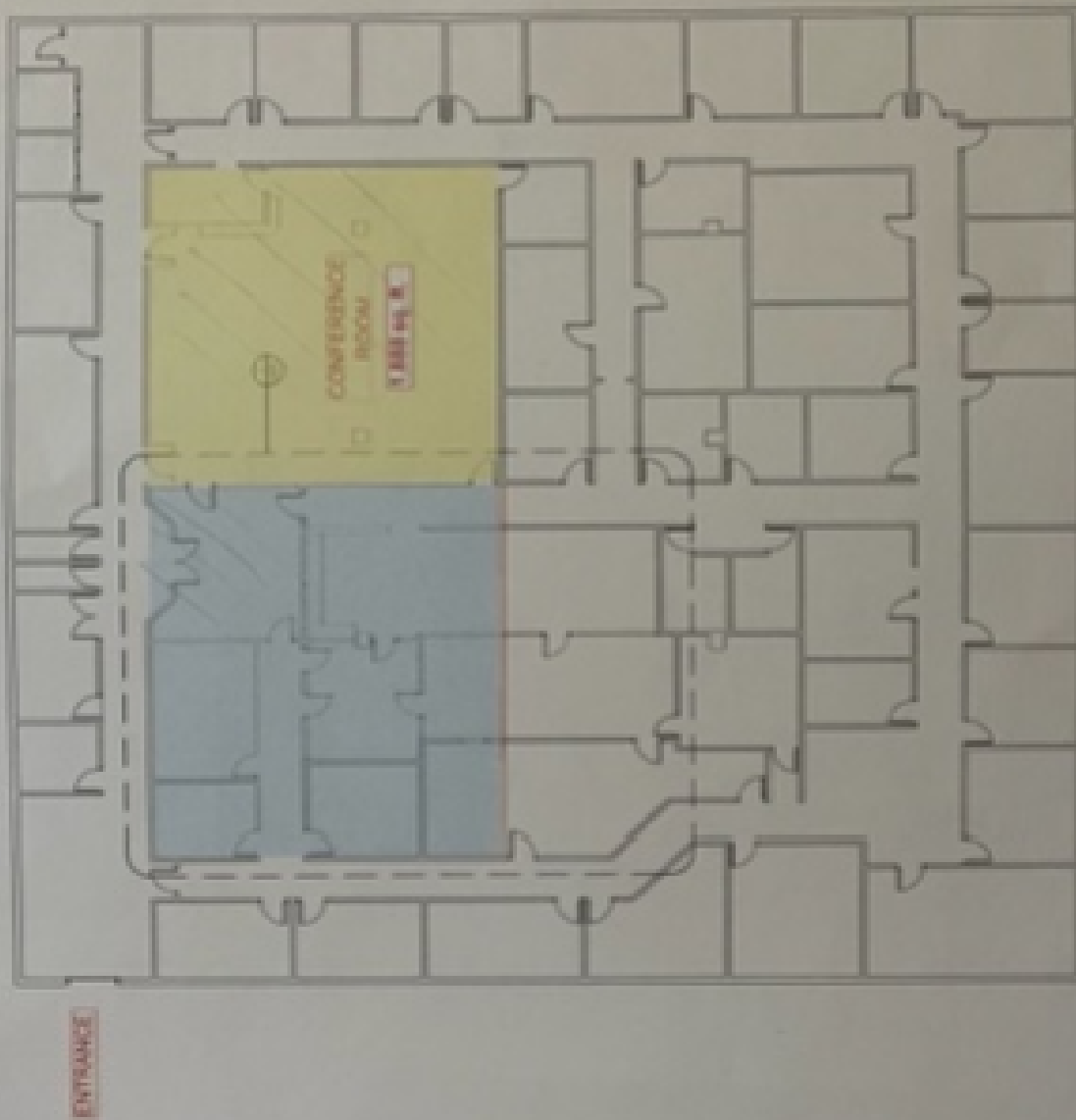
1. Out of pocket expenses, (i.e., photocopies, film development, shipping, blueprints): cost plus 15%.
2. In-house Services:

Large Format	\$ 2.40 per 24" x 36" sheet
Black & White:	\$ 3.35 per 30" x 42" sheet
Large Format	\$7.10 per 24" x 36" sheet
Color:	\$9.20 per 30" x 42" sheet
Photocopies:	Black & White: \$0.33 per 8-1/2" x 11" page
	Black & White: \$0.56 per 11" x 17" page
	Color: \$1.82 per 8-1/2" x 11" page
	Color: \$3.10 per 11" x 17" page
	Black & White \$0.83 per 12" x 18" page
	Color \$3.65 per 12" x 18" page
Presentation Materials:	\$21.00 per 30 x 40 Foam Board
CD with Files:	\$52.00
Upload Data:	\$52.00
3. Mileage: \$.70 per mile.
4. For work which requires overnight lodging, a per diem charge will be made appropriate to the area, based on actual costs.
5. Outside consultants not included in base fee and plan check fees shall be billed at direct cost plus 15%.

INVOICING

Invoices will be issued either monthly or bi-weekly and are due and payable upon receipt of the invoice, unless otherwise agreed. Interest of 1% per month, but not exceeding the maximum rate allowed by law, will be payable on any amounts not paid within 30 days. Payment thereafter is to be applied first to accrued interest and then to the principal unpaid amount. Attorney's fees or other cost incurred in collecting any delinquent amount shall be paid by the client.

EXISTING FLOOR AND PAINT PLAN



1997

- [illegible]

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- [illegible]

[illegible]

CEO PUBLIC COUNTER ALTERATION

1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 26

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