

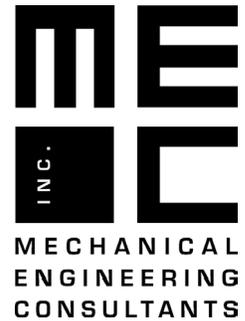
July 17, 2023

Paul Poirier

Santa Barbara, CA 93105

Project: 130 Robin Hill Road – 1st and 2nd Floor TI's.

Subject: Fees for mechanical engineering services.



Dear Paul,

Thank you for the proposal request. Enclosed is my understanding of the scope of services and associated fees based on the recent documents received and our conversations.

Note the following abbreviations that may be used in this proposal:

1. MEC (Mechanical Engineering Consultants, Inc.)
2. SF (Square Foot area)
3. RFI (Request for Information)
4. T24 (California Title 24 Energy Code)
5. CEC (California Energy Commission)
6. AOR (Architect of Record)
7. SEOR (Structural Engineer of Record)
8. CEOR (Civil Engineer of Record)
9. EEOR (Electrical Engineer of Record)
10. IOR (Inspector of Record)
11. HERS (Home Energy Rating System)

Project parameters/scope/comments:

Tenant improvements for the first and second floors:

- a. First Floor: 3,500 SF.
- b. Second Floor: 8,500 SF.
- c. Both floors to be designed and submitted under one permit and one phase of construction with the same general contractor and sub-contractors.

MEC proposes to provide mechanical engineering services as follows:

HVAC SYSTEMS

- A. Heating, ventilating, and air conditioning using the existing infrastructure.
- B. Air distribution (diffusers, registers, grilles and louvers). Sizes and types based on free area and standard cataloged products.
- C. ASHRAE 62.x compliance using local exhaust and/or heat recovery ventilator(s).

PLUMBING SYSTEMS

- A. None assumed.

T24 ENERGY DOCUMENTATION

- A. Calculations and documentation prepared with EnergySoft software compliant with the CEC.
- B. Title 24 energy documentation (see exclusions below).

GENERAL

- A. Project specifications as related to our work using our current CSI format or sheet notes as applies.
- B. Coordination with your office.



- C. Connection to Owner supplied equipment with Owner provided equipment cut sheets and required information for the connections.

DRAWINGS

- A. Prepared using AutoCAD.
- B. Equipment and fixture schedules.
- C. One-line duct and pipe layouts in 2-dimensional plan view using base plans derived and received by the AOR.
- D. Duct and pipe schematics and diagrams as deemed necessary by MEC.
- E. Applicable sheet and drawing notes.
- F. Sections and elevations as deemed necessary by MEC.
- G. Details.

REVISIONS

- A. Incidental revisions are, for the most part, normal coordination up to the 50% construction documents progress and are included in the fees. Significant revisions such as program changes that substantially affect the design will be subject to additional fees.

PLAN CHECK

- A. Reasonable plan check corrections.

DELIVERABLES

- A. Drawings in PDF format
- B. T24 calculations in PDF format
- C. Applicable sheet notes on the drawings in PDF and/or Microsoft Word format as applies.

MEC proposes to provide bid/construction phase services as follows:

- A. One scheduled pre-bid meeting.
- B. Review and process addendums.
- C. One scheduled pre-construction meeting.
- D. Review and process RFI's.
- E. Assist contractor with questions.
- F. Review submittals and shop drawings to include initial review and subsequent correction review.
- G. Up to four (4) site observations of the mechanical work in progress with a written report.
- H. IOR coordination.
- I. Final site observation and punch list.

Fees:

Construction Documents	\$27,500
Agency Approval	\$1,300
Bid Phase.....	\$1,000
Construction Phase	\$5,000
Total	\$34,800

Post Permit Submittal Design Revisions:

Design revisions after plan check submittal, and all post permit revisions or services will be billed on a time and materials basis.

Site Visits or Meetings Beyond the Scope Above:

Site visits, investigative work or meetings will be conducted by a principal or senior engineer, or both if requested or required. Cost will be billed for meeting time and travel time at the rate of each person + reimbursable expenses.

Exclusions for T24 – Non-Res:

- 1. Calculations and documentation for Solar Ready roof areas. (SRA Forms).
- 2. Coordination of or implementation of Title 24 Commissioning forms (CXR Forms).

3. Calculations and documentation for Certificates of Installation (NRCI Forms). This is the installing contractor's responsibility.
4. Calculations and documentation for Certificates of Acceptance (NRCA Forms). This is the installing contractor's responsibility.
5. Post-System Installation HERS rater coordination and associated HERS rater testing costs.
6. Lighting compliance and associated forms.

Exclusions-Other:

1. Electric radiant floor systems.
2. Rainwater or rainwater catchment systems.
3. Generator.
4. Fire sprinkler design.
5. Landscape/irrigation system design.
6. Photovoltaic system design.
7. Site utility piping.
8. Acoustical engineering.
9. Cost estimating.
10. Commissioning.

Services not included above, that may be provided on a time and material basis at the then current hourly rates, if requested, and mutually agreed to, include but are not limited to:

- A. Work beyond the scope above.
- B. LEED or other third-party rating system involvement.
- C. Specialized HVAC systems for temperature and humidity controls beyond standard practice for residential or commercial occupancies.
- D. Demolition or salvage drawings.
- E. Water use calculations.
- F. Plan check corrections beyond normal practices. This includes additional redundant detail on the plans such as full isometrics and riser diagrams to further describe work already designed, and multiple reviews from the plan check agency.
- G. Involvement for adjustments or clarifications of the project, stemming from agencies, after agency approvals.
- H. Studies or analysis of energy consumption to include modeling of alternative systems and associated reports, payback analysis and costs.
- I. Record drawings.
- J. As-built drawings of existing conditions.
- K. Field verification of existing work above ceilings or in other non-visible areas.
- L. Overtime work.
- M. Meetings with local agencies.
- N. Comparative studies.
- O. Phasing of design or design documents or construction.
- P. Phasing of permits.

Project Schedule:

- A. The fees and scope of work described above are based upon a continuous schedule of work without excessive interruptions or stoppages. Project related work that is delayed or deferred for a period of over 90 consecutive days will be subject to restart fees of up to \$2,500.
- B. Our work will be done as a continuous task, independent of construction sequences.

Code Cycles:

- A. In the event MEC's work is not completed or submitted by the deadline for expiration of the current code cycle, additional fees may result in order to address the changes in the new code requirements unless prior written agreements have been executed with contracted parties or client's agent.

Dependency on Information Received:

- A. Documentation and deliverables prepared by MEC are dependent on written information received by MEC. Deviations in the documents prepared by MEC are not

subject to liability by MEC if information provided to MEC by Client or Client's agents is not accurate.

Minimum Items Required for Project Startup:

- A. Signed agreement.
- B. Retainer, if requested herein.
- C. CAD base drawings in MEC readily compatible format.
- D. As-Built drawings of existing conditions if this is a remodel or expansion.

Invoicing and Payments:

- A. It is understood that MEC invoices will be paid, and in a timely manner according to this proposal.
- B. Full payment is due and payable upon completion of services.
- C. Progress invoices may be submitted on a regular basis and are due and payable 25 days from the invoice date.
- D. The fees described herein shall not be contingent on client financing, agency approvals, construction financing or other approval processes, or conditions other than the work described herein. Payments shall be made commensurate with the progress of the work.
- E. Unpaid invoice balances which have aged 30 days from the invoice date shall be assessed interest at the rate of 1.5% monthly or 18% APR.

Reimbursable Expenses:

Reimbursable expenses will be invoiced per attached Exhibit A.

Exhibits:

Attached Exhibit A is a part of this agreement.

Indemnification and Liability:

- A. To the fullest extent permitted by law, MEC shall indemnify and hold the Owner harmless from and against claims that may arise, in whole or in part, out of the services performed under this Agreement but only to the extent caused by the negligent errors, omissions, or a material breach of this Agreement by or of MEC, its subcontractors or anyone employed by any of them or by anyone for whose acts any of them may be liable. MEC shall not be required to indemnify or hold harmless the Owner to the extent such claims were caused by the negligent acts, or omissions of the Owner. MEC's duty to indemnify the Owner under this provision shall be limited to the available proceeds of the insurance coverage required by this Agreement, provided the claim is an insured claim.
- B. Should this proposal not include construction phase services, or should construction services be terminated, the Client shall be solely responsible for interpreting the contract documents and observing the work of the contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the client authorizes deviations, recorded or unrecorded, from the documents prepared by MEC, the client shall not bring any claim against MEC and shall indemnify and hold MEC, its agents and employees from and against claims, losses, damages, and expenses, including but not limited to defense costs and the time of MEC, to the extent that such claim, loss, damage or expenses that arises out of or results in whole or in part with respect to such deviations.
- C. The Owner shall not use, or authorize any other person to use, the Drawings, Specifications, electronic data, and other Instruments of Service, on other projects, for additions to this Project, or for completion of this Project by others, so long as MEC is not adjudged to be in default under this Agreement. The use or re-use of MEC's Instruments of Service without MEC's professional involvement will be at the Owner's sole risk and without liability to the MEC. The Owner shall indemnify and hold harmless MEC, its consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of unauthorized use or re-use of Drawings, Specifications, electronic data, or other Instruments of Service.

Expiration and Termination:

- A. This proposal is valid for 30 days from the date listed above, and may be renegotiated by mutual consent of MEC and client.
- B. You or MEC may terminate this agreement at any time with or without cause upon written notice to the other party. Accrued fees shall be paid up to and including the termination point.

Cordially,



Paul Tziouvaras, Principal
For Mechanical Engineering Consultants, Inc.

Please sign and return one original signature copy if you wish MEC to do the work as described above.

Signed: _____ Date: _____

Title: _____

Exhibit A

The following rates apply through year end:

<u>Description</u>	<u>Rate(\$/hr)</u>
Principal	225.00
Senior Engineer	200.00
Engineer/Senior Designer	185.00
Assistant Engineer 1	170.00
Assistant Engineer 2	160.00
Title 24 Energy Analyst	145.00
Senior Drafter	140.00
Drafter	130.00
Technical Assistant	115.00

Overtime: When applicable, will be invoiced at 1.5 times the billing rate for standard overtime, and 2.0 times the billing rate for Holidays.

Reimbursable expenses:

<u>Description</u>	<u>Charge</u>
Plots on bond paper.....	\$4.00/sheet
Plots on vellum	\$8.00/sheet
Reproduction	Cost plus 15%
Shipping	Cost plus 15%
Mileage	\$0.625/mile
Parking Fees.....	Cost plus 15%
Authorized out-of-town travel	Cost plus 15%
Authorized Outside Services	Cost plus 15%
Hotel and Meals (max of \$250/day/person)	Billed at Cost