

December 18, 2014

Michael Sullivan
Sullivan Real Estate Company

RE: City Street Tree Plan. Milpitas, California
Proposal for Landscape Architectural Services

Dear Mr. Sullivan:

R3 Studios, Inc. is pleased to submit this proposal to Sullivan Real Estate Company ("Client") for the City of Milpitas Street Tree Plan. ("Project") Milpitas, Santa Clara County, California ("Property"). This proposal includes services for the following areas of the Project;

1. City Street Tree Plan

The proposed scope of work is based on the Citizens Advisory Committee Map and instructions from City staff. R3 Studios, Inc. shall render the following described services to the Sullivan Real Estate Company as outlined within the following:

I. Site Analysis, Preliminary Design Phase:

R3 Studios, Inc. services for the Site Analysis, Preliminary Design Phase shall include the following:

A. Basic Services:

1. Accumulate and review basic and technical data regarding the Project and Property which are available to Client and would be relevant to R3 studios, Inc. services as described in this proposal.
2. Meet with Client and other team members to discuss concepts, budgets, milestone dates, project schedules and priorities; attend meetings with Client, Citizens Advisory Committee and City of Milpitas Planning Department.
3. Site orientation visit to make field notes regarding the existing site and surrounding environment;
4. Review Citizens Advisory Committee map and recommendations.
 - a. Based on information and design requirements, R3 Studios, Inc. shall prepare Preliminary site plan exhibits for review and acceptance by client and agency at appropriate scales consistent with the design theme being developed for the Project and coordinated via meetings with Client and Client's consultants. Exhibits will indicate elements such as general site layout, building footprints and lot lines, common areas including paving area, walkways, sidewalks, parking areas, proposed street tree locations,

R3 Studios, Inc. shall deliver the following exhibits to Client;

- b. Prepare One (1) overall rendered site plan for the proposed street trees, including streets, street names, Buildings, Sidewalks and Common Areas as available. Plan shall utilize Google Earth map as base.
- c. Prepare one (1) sheet illustrating specific installation (planting) details for City Street Trees. Details shall illustrate installation procedures in concrete sidewalk and planting areas.
- d. Prepare one (1) sheet with various notes including site conditions for installation on specific streets, future wayfinding and entry monumentation, coordination with existing and proposed utilities and site furniture.
- e. Attend meetings and hearings including the City of Milpitas staff, Planning Commission Citizens Advisory Committee and City Council hearings;
- f. Provide follow-up administration and continuation of design coordination with Client and consultant team in order to further define the Project direction into the next phase.

Six (6) meetings are included in this Phase. Additional meetings beyond six (6) will be invoiced hourly on a time and material basis consistent with the personnel hourly rates.

Exhibits:

1. City Street Tree Plan, Details and Notes

Deliverables:

- a. **Items b through d above at various scales. Final submittal will be in 11"x17" format.**

II. Agency Review Phase:

R3 Studios, Inc. services for the Agency Review Phase shall consist of the following:

- a. Coordinate landscape services with Client and consultant team members for the purpose of responding to agency plan check comments;

Provide for a maximum two (2) review submittals to the City of Milpitas for the City Street Tree Plan, Details, and notes and revise Exhibits so that they reasonably conform to the satisfaction of the City Planning Department and Citizens Advisory Committee. Exhibit reviews beyond two (2) shall be provided on a Time and Material basis consistent with the hourly personnel rates.

III. Responsibility of the Client:

Client shall provide R3 Studios, Inc. with all reports, existing plans, surveys including locations of any underground pipes, wires, conduits, cables or other structures such as fiber optics, irrigation, wells and all other data relative to the design of the Project and full information as to the Client's requirements. R3 Studios, Inc. shall be entitled to rely upon the accuracy and completeness of the items provided by Client; Client shall review plans, specifications, estimates, and other documents presented by R3 Studios, Inc. and expeditiously render decisions, and give prompt notice to R3 Studios, Inc. at any time Client observes or otherwise becomes aware of any error, omission, or defect in the Project and;

IV. Exclusions:

The following areas are not part of this Project and are excluded from R3 Studios, Inc. Basic Services.

- a. Design of community lighting including photometric plans, wayfinding and community signage;
- b. Improvement Plans;
- c. Utility Design;
- d. Exhibit reviews in addition to two (2).
- e. Design Development;
- f. Construction Documents.

V. Schedule:

R3 Studios, Inc. shall render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project schedule.

VI. Sub-consultants:

R3 Studios, Inc. shall retain the following sub-consultants as a part of their services:

- a. None

VII. Payment Schedule:

R3 Studios, Inc. Basic Services compensation is based on current program information and subject to change in actual execution should modifications arise in Project scope;

R3 Studios, Inc. fees shall be billed monthly as time is expended on the project and payable upon receipt by the Client. The Billing Schedule shall be as follows:

City Street Tree Exhibits, details and Notes:

Site Analysis, Preliminary Design Phase:	\$13,500.00
Agency Processing Phase:	<u>\$ 400.00</u>
Professional Services Sub Total:	\$13,900.00
Total Contract Amount:	<u>\$13,900.00</u>

R3 Studios, Inc. Basic Services compensation is based on current program information and subject to change in actual execution should modifications arise in Project scope

R3 Studios, Inc. fee shall be billed monthly as time is expended on the project and payable upon receipt by the Client. The Billing Schedule shall be as follows:

Hourly services shall be billed at the following hourly personnel rates:

1.	Principal	\$ 195.00 per hour
2.	Sr. Project Manager	\$ 135.00 per hour
4.	CAD I Draftsperson	\$ 100.00 per hour
5.	Clerical Staff	\$ 70.00 per hour

VIII. Reimbursable Expenses

Reimbursable expenses are included in Total Contract Amount

IX. Additional Services

The following items are not included in R3 Studios, Inc. Basic Services. Additional Services beyond R3 Studios, Inc. Basic Services may be provided if requested by the Client and confirmed in writing by R3 Studios, Inc. Additional Services may include the following services:

- a. Revisions to plans/documents when inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or Project budget;
- b. Revisions required by the enactment, interpretation or revision of codes, laws or regulations subsequent to the preparation of such documents; or
- c. Revisions of the plans, specifications, or other contract documents when the revisions are required because instructions by client are inconsistent with approvals or instructions previously given or changes to the Project;
- d. Additional Exhibits or Extensive Changes to the exhibits requested by the City, Client or Agencies above and beyond scope of work listed in section III, including additional exhibits due to changes by the client or client's consultants over the listed quantity or changes in the scope of work that would dramatically affect or alter the site plans;
- e. Providing services not otherwise included in this Agreement nor customarily furnished in accordance with generally accepted landscape architectural practice;
- f. Revisions or changes to existing designs not listed above.
- g. Design Development and Construction Documents;
- h. Additional Landscape Exhibits including Street Tree locations for other City streets not listed in the above.