##Date##

**##ClientName##**

##ClientAddress1##

##ClientAddress2##

##ClientCity## ##ClientState## ##ClientZip##

Attention: **##AttentionToAppearOnCoverLetter##**

Subject: **##ProjectName##**

Dear ##AttentionFirstName##,

Veneklasen Associates (VA) is pleased to submit this proposal to ##ClientName## for Acoustical Consultation and Design for the ##ProjectName## located in ##ProjectCity## ##ProjectState##. We understand …………………proposal writer……Please add or delete…………………..

This proposal is divided into the following Exhibits:

Exhibit 1: Scope of Work, Acoustical Consultation and Design

Exhibit 2: Professional Fees and Reimbursable Expenses

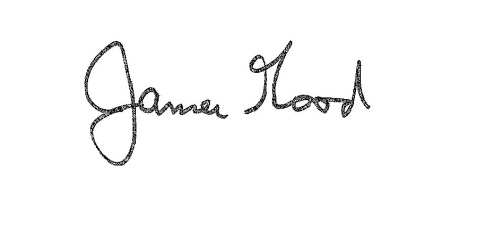
##Exhibit3##

VA’s acoustical recommendations are in the form of marked-up floor plans, typical details, sketches, acoustical specifications and brief written reports when necessary.This information is to be reviewed by the appropriate member(s) of the Design Team and incorporated into their documents at the appropriate project phase. VA does not provide finished contract documents as part of their Acoustical design process. Upon authorization to proceed, we request a half-size set of Architectural and MEP drawings along with any additional project information that may be available. As project proceeds we will require updated drawings and supporting documents.

If you have any questions on our proposal, please do not hesitate to contact the undersigned.If this proposal is acceptable, please sign where indicated below and return one original to our office. Note that VA cannot proceed without an executed contract or an Authorization to Proceed generated by an individual with the proper authority within your company. On behalf of Veneklasen Associates, thank you for your consideration of our firm.

Sincerely,

**Veneklasen Associates Inc.**



James A. Good

Principal

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| |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | PROPOSAL ACCEPTED: | | | | | | | | | | |  |  |  | | | | |  |  | | | Signature of Authorized Representative |  | Typed Name, Title | | | | |  | Date | | |  | | | | | | | | | | | Firm Responsible for Payment | | | | | | | | | | | Please observe that all proposal and technical information, including scope or work and proposal fee for services are given to you in  confidence, are proprietary information and are not to be disclosed or disseminated to others. This proposal is valid for ninety days; beyond  that date VA reserves the right to adjust the quoted Fees and/or Scope of Work as applicable | | | | | | | | | | | BILLING CONTACT INFORMATION: | | | | | | | | | | |  | | | |  |  | | | | | | Name | | | |  | Email | | | | | |  | | | |  |  | | | | | | Client Project Number | | | |  | Direct Dial # | | | | | |  | | |  | | |  | | |  | | Address | | | City | | | State | | | Zip | | If special handling is required, e.g. hard copy back up, supplemental invoices, please provide specific instructions: | | | | | | | | | | |  |  |

**EXHIBIT 1: SCOPE OF WORK, ACOUSTICAL CONSULTATION AND DESIGN**

VA’s acoustical recommendations are in the form of marked-up floor plans, typical details, sketches, acoustical specifications and brief written reports when necessary. This information is to be reviewed by the appropriate member(s) of the Design Team and incorporated into their documents at the appropriate project phase. VA does not provide finished contract documents as part of their Acoustical design process. We ask that SMS Architects to provide VA with a half-size set of Construction Documents at each milestone review point.

SCOPE OF WORK

VA understands the project to be a new two-story building of approximately 25,000 sq. ft. with a large Music Room and Multi-Purpose room on the first floor and twelve classrooms on the second floor.

SCOPE OF SERVICES

1. **EXTERIOR NOISE ENVIRONMENT**
   1. **Exterior Noise Mitigation** (to meet the prevailing requirements that apply to the project)
      1. Review the applicable Building Codes – City, State, CALGreen- for maximum interior noise levels for educational buildings from exterior, environmental noise sources.
      2. Develop criteria for interior noise levels based on the projected use of the buildings, the exterior noise levels and Code requirements.
      3. Review the location of the project relative to current and projected environmental noise impact sources, e.g. airport, freeway, etc.
      4. Make one (1) visit to the site to make short term exterior ambient noise measurements and note existing environmental noise sources and noise-sensitive areas around the site.
      5. Provide recommendations for the exterior façade including walls, roof, doors and windows to satisfy the acoustical design criteria.
      6. Summarize the measurements, analysis and recommended exterior façade including an acoustical specification for the glazing in a brief written report suitable for submission to the agencies.
2. **DESIGN AND CONSTRUCTION DOCUMENTS** 
   1. **Sound and Impact Isolation**
      1. Review the Architect’s selections for the construction of core walls including mechanical equipment rooms, duct shafts, toilet rooms, etc. Provide comments as required.
      2. Review the Architect’s interior partitions, ceilings and door type selections, with a particular focus on the sound isolation requirements for specialty spaces; provide comments as required.
      3. Provide partition plan, section and intersection details as necessary to supplement the Architect’s details. Provide acoustical door details. Provide acoustical specification sections as required.
   2. **Acoustical Finishes** 
      * 1. Develop optimal reverberation and acoustical criteria for the for-specialty spaces.
        2. As they apply, determine the best compromise design goals for minimum room volume, acoustical properties, and shaping of interior surfaces.
        3. Based on the acoustical criteria, provide recommendations for the acoustical finishes for partitions and ceilings.
   3. **Structural**

Review the structure – including floor slabs, roof elements, etc. - around and below mechanical equipment areas. Provide recommendations, as required.

* 1. **HVAC System Noise and Vibration Control**
     1. Provide recommendations for the control of noise and vibration from HVAC systems.
     2. Comment and suggest refinements on basic system choices, component selections and duct and pipe layouts selected by the HVAC Engineer. The purpose is to minimize noise and vibration at the source.
     3. Provide recommendations for supply and return air sound traps for air moving equipment. Provide a sound trap schedule and specification.
     4. Provide maximum noise specifications for air handling units, fans, VAV boxes, diffusers and grilles.
     5. Provide vibration isolation recommendations for all HVAC equipment with a schedule, specification and details.
  2. **Electrical/Plumbing/Elevator System Noise and Vibration Control**

Provide recommendations for vibration isolation of electrical and plumbing equipment to meet project criteria.

* 1. **Design Coordination Meetings**

VA will attend two (2) design coordination meetings.

* 1. **Document Review**

Review the project drawings and specifications prepared by others a maximum of two (2) times at major project milestones; provide comments in writing.

1. **CONSTRUCTION ADMINISTRATION**
   1. **Shop Drawings and Submittals**
2. Review shop drawings and submittal documents for items that we specified.
3. VA will limit our review of any submittal to two (2) times.
   1. **Requests for Information**
4. Assist in the preparation of answers, or reply to RFI’s specific to items that we specify.
5. Answer questions raised on the phone or in writing as the construction progresses.
   1. **Site Observations.**
6. Provide a maximum of three (3) job site construction meetings and/or field observations at key construction periods.
7. provide observation reports and/or punch lists as warranted.
8. Site visits shall be performed at the request of the client.
9. **NOT IN SCOPE**
   1. **Additional Services** 
      1. Value engineering or work necessitated by value engineering after completion of the Contract Documents.
      2. Recommendations or prediction of outdoor noise levels to surrounding properties.
      3. Additional design coordination meetings over and above the number listed.
      4. Attendance at public hearings or meetings.
      5. Acoustical modeling.
      6. Opinions of probable cost.
      7. Additional construction meetings or site observations over and above the number listed.
      8. Post-construction acoustical testing.

**EXHIBIT 2: PROFESSIONAL FEES AND REIMBURSABLE EXPENSES**

NOTES

1. VA’s Scope of Work and proposed Fees are based on information provided at the time this submittal was prepared. Please note that we consider the Program, Scope, and Professional Fees as preliminary and subject to adjustment until full concurrence has been achieved by the client and/or the design team. No such change will be affected without discussion and written authorization.
2. The breakdown by phase is for the convenience of the architect and owner; VA reserves the right to distribute the total fees as required.
3. Veneklasen Associates’ fees do not include Reimbursable Expenses; please see VA’s General Terms & Conditions, for further clarification.

ACOUSTICS

|  |  |
| --- | --- |
| ACOUSTICAL DESIGN` | FIXED FEES |
| Exterior Noise Analysis | $3,500.00 |
| Schematic Design | $3,250.00 |
| Design Development | $6,000.00 |
| Construction Documents | $6,500.00 |
| Construction Administration | $4,000.00 |
| TOTAL | **$23,250.00** |

**EXHIBIT 3: VENEKLASEN ASSOCIATES, INC. GENERAL Terms & conditions**

Veneklasen Associates Inc. (VA) will perform the services specified in the Scope of Work contained in the accompanying proposal in accordance with the following Terms and Conditions. Where an Authorization to Proceed is generated for a project, VA’s General Terms and Conditions shall be utilized as the basis for the agreement until the executed contract is received.

1. **COMPENSATION**

**1. Basic Services**

Client will compensate VA for professional services on a *Fixed Fee* or *Time-and-Materials* basis, as specified in the proposal.

*Time-and-Materials:* If VA’s proposal indicates that work will be performed on an hourly basis, the following compensation rates will apply: Principals, $200/hour; Associate Principal/Project Manager, $170/hour; Senior Associate/Associate I, $160/hour; Associate II, $125/hour; Associate III, $115/hour; Associate IV, $105/hour; Associate V/Senior CAD Operator, $90/hour; Associate VI, $75/hour; Junior Associate/Associate VII, $70/hour. Hours in excess of an eight-hour day will be charged at the standard hourly rates without premium. Hours spent as an expert witness for the Client, in a deposition or as a witness in court shall be charged at twice the prevailing hourly rates. Acoustic modeling will be charged at a rate of $175 per hour.

**2. Additional Services**

Additional Services will be performed on an hourly, *Time-and-Materials* basis at the compensation rates listed in paragraph A.1.

**3. Reimbursable Expenses**

The following services and costs are considered reimbursable and are not included in the estimated fee unless specifically noted in the accompanying proposal: automobile mileage will be billed at a rate equal to the IRS allowance/mile; parking fees; airfare (business class); ground transportation, lodging and meals for projects away from the Los Angeles area; long distance telephone charges, special mailing or messenger services; the reproduction of drawings and photo reproduction, rental equipment, security services for personnel and equipment, services of outside consultants, etc. These services and costs will be billed at VA's cost plus a 10% administrative charge.

**4. Billing and Payment**

The Client recognizes that prompt payment for VA's services is a material part of the consideration of this agreement. Invoices will be submitted monthly by VA and will include a daily record of time for each category of Associate. Invoices shall be due and payable within thirty (30) calendar days of invoice date. If the Client objects to all or any portion of the invoice, the Client shall so notify VA in writing within fourteen (14) calendar days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The Client shall pay VA for services performed in United States Funds drawn upon United States Banks.

**5. Changed Conditions**

The Client has relied on VA's judgment in establishing the Scope of Work and Estimated or Fixed Fee for the project and VA will use its best efforts to complete the work within those stipulated fees. The Client recognizes that there are justifiable reasons for an increased cost for the work including but not limited to the following: (a) occurrences or discoveries that were not originally contemplated or known by VA; (b) changes in the project scope or requirements in general, which on design projects may require changes in plans and specifications; (c) unusual or unexpected delays or interruption of the work; (d) additional work required by VA resulting from decisions by the Client or others to disregard VA's recommendations; (e) on design projects, deviations during construction from approved drawings and specifications which result in the requirements for additional work by VA.

1. **COORDINATION WITH OTHERS**

It is understood that our work will be coordinated by the Client's Project Director with consultation by the Client and his representatives as required. All information furnished by us will be directed to the Client's Project Director.

1. **RESPONSIBILITIES OF THE CLIENT**

It is understood that the Client has certain responsibilities to VA including but not limited to informing VA on the initial project requirements, conditions, constraints, schedule and budgets; informing VA on changes in requirements or schedule during the course of the work. In addition the Client recognizes that VA cannot accept a partial assignment on a project and on construction projects, VA must be engaged through the completion of construction, and where appropriate, early use.

1. **CONSTRUCTION OBSERVATION**

VA shall visit the project during construction in accordance with the proposal to determine that the work is proceeding in general accordance with its recommendations contained in the contract documents. Since VA has not been retained to make detailed inspections or to provide exhaustive or continuous project review and observation services, VA does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

1. **JOBSITE SAFETY**

The Client agrees that the General Contractor is solely responsible for jobsite safety and agrees that VA shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

1. **STANDARD OF CARE**

Services performed by VA under this Agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1. **LIMITATION OF LIABILITY**

In recognition of the relative risks and benefits of the Project to the Client and VA, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of VA, and the VA’s consultants, to the Client and to the general Contractor and its subcontractors, and suppliers, or any other third party, on the Project for any and all liability, claims, demands, damages, expenses (including attorneys, expert and administrative fees) (hereinafter “Liability”) from any cause or causes, so that the total aggregate liability of the VA, and its consultants, to all those named shall not exceed $50,000.00, or the VA’s total fee for services rendered on this Project, whichever is greater. This limitation of liability includes, but is not limited to allegations or proof of negligence, indemnity, breach of contract, strict liability, or warranty or any other claim or cause of action.

1. **INDEMNIFICATION**

To the fullest extent permitted by law, Client hereby agrees to defend, indemnify, and hold harmless VA and its Clients, employees, and agents (hereinafter “VA PARTIES”) from and against any and all claims arising out or caused by the negligence or intentional acts of Client, General Contractors, Sub-Contractors, Material Suppliers or any third party. However, Client has no obligation to defend, indemnify, or hold harmless VA PARTIES in the event that the claim was caused by the sole negligence or intentional acts of VA.

1. **CERTIFICATE OF MERIT**

The Client shall make no claim for professional negligence either directly or in a third party claim, against VA unless the Client has first provided VA with a written certification executed by an independent professional currently practicing in the same discipline and in the same geographic region as VA. This certification shall a) contain the name of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an acoustician performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation and how it caused damage to the Client. This certificate shall be provided to VA not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any arbitration or judicial proceeding.

1. **MEDIATION**

All claims, disputes, and other matters in question between the parties to this agreement, arising out of services provided under this agreement shall be mediated between the parties prior to resorting to formal litigation.

1. **SUSPENSION**

Upon written notice to VA, the Client may suspend VA's work. The Client shall compensate VA for all services including reimbursable expenses performed prior to the receipt of the written notice. Should the work be resumed more than six months from the date of suspension, the Estimated Cost of the work shall be re-negotiated. VA reserves the right to suspend services immediately in the event any fees remain unpaid beyond thirty (30) days after the presentation of VA’s invoice. VA will not be responsible for any damages claimed by Client or Owner including delay or any other consequential damages arising out of VA’s invoking suspension of it services due to said lack of payment.

1. **TERMINATION**

Either Client or VA can terminate this Agreement, without cause, upon ten (10) days written notice to the other party. The Client shall compensate VA for all services including reimbursable expenses performed prior to the receipt of the written notice.

1. **ATTORNEYS FEES**

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, reasonable attorney and expert fees and other litigation related expenses.

1. **GENERAL**

**1. Ownership of Instruments of Service**: All reports, sketches, plans, specifications, field data and notes and other documents, including all documents of electronic media, prepared by VA as instruments of service shall remain the property of VA.

**2. Opinions of Probable Cost**: In providing opinions of probable construction cost, the Client understands that VA has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing. VA makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

**3. Extent of Agreement**: The Agreement which consists of the Proposal and General Terms and Conditions, comprises a final and complete repository of understandings between the Client and VA. The Client and VA agree that modifications to this Agreement shall not be binding unless made in writing and signed by an authorized representative of each party.

**4. Governing Law**: The laws of the State of California will govern the validity of this agreement, its interpretation and performance, and remedies for contract breach or any other claims related to this Agreement.

**5. Unforeseen Circumstances**: VA shall not be in default of its obligations to the extent that its performance is delayed or prevented by causes beyond its control.

**6. Proposal Duration**: This proposal is valid for ninety days. Beyond that date, Veneklasen Associates reserves the right to adjust the quoted Fees and/or Scope of Work as applicable.

**7. Distribution of Fees**

The breakdown by phase is for the convenience of the Client and Owner; VA reserves the right to distribute the total fees as required to meet its requirements.