



Oct 12, 2018

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Director, Department of Recreation and Parks, City of Rancho Palos Verdes  
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**PROJECT: LADERA LINDA COMMUNITY CENTER AND PARK**

Mr. Linder,

The following describes the scope of work of the Project and services to be provided by Johnson Favaro (Consultant) to the City of Rancho Palos Verdes (Owner), fees in compensation for the provision of such services and the schedule according to which the services will be completed.

**PROJECT SCOPE**

The site of the project is at 32201 Forrestal Drive, Rancho Palos Verdes, CA 90275. It is a former elementary school site now being used as a community center and community park. The city has previously completed a master plan for the park dated March 20, 2018 which we will in a pre-design effort revise as necessary to meet the requirements of the city, community and neighbors.

Construction cost is estimated at this time to be \$9M including \$4.5 M for the 9,000 SF single story community center and \$4.5M for 3 ½ acres of new programmed and un-programmed park spaces within the 7-acre site in accordance with the master plan dated March 20, 2018.

**Site**

- Approximately 7-acre site of which 3.5 acres will developed for a new park, the remainder restored to “natural” conditions
- The existing site was previously an elementary school that is now occupied by their existing community center. All of it will be removed to make way for the new community center and park

- The existing site sits on a hillside and consists of three level areas with two sloped areas between. The north side of the property slopes up, the south side down
- The existing site drainage system (put in place when the elementary school was originally built in the 1960s) will remain in place to the extent possible.
- The Owner has confirmed that the area of the park that will not be changed, improved or addressed is the adjoining downslope hillside areas to the south of the park proper, adjoining the residential properties
- The new park will consist of 1 ½ basketball courts, two paddle tennis courts, children's playground, garden, lawn area, and 28 space parking lot.
- The Owner will provide a land survey and geotechnical investigative report (including hydrology and infiltration). A & E services will commence upon receipt of these documents.

### **Community Center**

- Single story 9,000 GSF
- Program components include:
  1. Lobby (size TBD)
  2. 1800 SF multi-purpose meeting room divisible into two
  3. 300 SF warming kitchen
  4. Two 250 SF storage rooms
  5. Staff offices 600 SF
  6. Two classrooms at 800 SF each
  7. "Discovery Room"- 1,000 SF, exhibition and archive display space
  8. Work room 270 SF
  9. Storage 120 SF
  10. Mechanical and IT rooms, 120 SF each
  11. Two sets of restrooms, one for community center, one for park.

The Consultant shall target LEED Certified Equivalent per the U.S. Green Building Council (USGBC) rating system. The Consultant shall coordinate with the Owner to evaluate and incorporate cost effective elements that will result in this rating.

The proposed construction delivery method is to be Design/Bid/Build.

## **BASIC DESIGN SERVICES**

The Consultant as Architect-of-Record will manage and coordinate all design and document preparation tasks through the phases identified below. The Consultant shall provide the services of external sub-consultants or professional expertise from its own staff in the following disciplines:

- Structural Engineering
- Mechanical, Electrical & Plumbing Engineering
- Civil Engineering
- Landscape Architecture
- Lighting Design
- Specification Writing
- Cost Estimating

The following outside consultant disciplines are not included:

- F, F & E Specification and Purchasing Coordination
- Information/Technology- Data Telecom
- Audio-visual Design
- Security
- Signage/Graphics Design
- Sustainable Design/LEED
- Acoustical
- Code Consultation

It is anticipated at this time that should outside services in these areas of expertise be required these will be addressed at some time in the future.

## **PHASES OF DESIGN AND DOCUMENTATION**

The following are phases of design and documentation included within this agreement:

- Pre-Design
- Schematic Design
- Design Development
- Construction Documents
- Permits/Bidding

Services associated with construction administration and post occupancy are excluded from this agreement.

**PRE-DESIGN**

1. In cooperation with the Owner the Consultant shall produce existing conditions documentation based on Owner provided site survey, geotechnical investigative report and other as required
2. Consultant shall create documentation of the March 20, 2018 master plan suitable for a basis of design, and presentation(s) to the Owner, community stakeholders and other as required
3. Consultant shall engage in a community outreach effort (including (3) meetings with neighboring HOAs and others as required) to confirm those features of the park master plan to remain and those which are to be revised.
4. Consultant shall produce models and drawings suitable for incorporation into subsequent design and document sets as well as presentation to Owner and community groups.

**SCHEMATIC DESIGN**

1. In cooperation with the Owner, the Consultant shall prepare documents illustrating the scale and relationship of project components (Schematic Design Documents) of the Project. The documents shall include, but not be limited to a site plan, enlarged site plans, floor plans, elevations, site sections, site elevations, outline specifications and other documents necessary and as required to illustrate the proposed project scope and concept. The Consultant shall incorporate into the Schematic Documents the proposed program and functional requirements as approved by the Owner, established in the March 20, 2018 master plan as well as revisions in the pre-design phase.
2. The Schematic Design documents shall include preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
3. The Consultant shall meet with the Owner at intervals as necessary to develop the design and review progress drawings and other documents which depict Schematic status of the Project.

4. Community/stakeholder workshops as required are proposed during this phase in order to update Project design progress and solicit comment.
5. The Consultant shall target LEED Certified Equivalent per the U.S. Green Building Council (USGBC) rating system and provide LEED checklists and reports indicating probable design credits for the Project and assignment of Sub-Consultant responsibility for ensuring each measure is properly applied to the Project.
6. The Consultant shall coordinate as required with Owner's staff for this Project in order to confirm compliance with Owner standards and to develop furniture and equipment plans for the Project that are consistent with Owner requirements and standards.
7. The Consultant shall prepare a preliminary site development package to include civil plans illustrating demolition; grading and paving; hydrology calculations and drainage (to include potential detention basins and/or bio-swales) and all utility services.
8. The Consultant has the sole responsibility for preparing documentation of the preliminary design for review and comment by all appropriate agencies and utility providers, including but not limited to the City of Rancho Palos Verdes, and others as required. The Consultant is not responsible for the actions, non-actions, change of action by these agencies and utility providers after all efforts are made by the Consultant to solicit review and to incorporate all review comments. All work associated with change-of-action based on previous direction by the agencies identified will be considered Additional Services.
9. The Consultant shall prepare an Estimated Project Construction Cost Estimate in a format acceptable to the Owner at 100% completion of Schematic Design, the purpose of which is to show the probable construction cost in relation to the Owner's Construction Budget. If the Consultant perceives site considerations or Owner project requirements which render the project cost prohibitive, the Consultant shall disclose such conditions in writing to the Owner immediately.

10. The Consultant shall make presentations of the Schematic Design documents and 100% Schematic Design Cost Estimates to the City of Rancho Palos Verdes staff City Council, Commissions and others as required in order to update design progress, solicit comment, and obtain approval for the Schematic Design project scope and budget.
11. The Consultant shall make presentations of the 100% Schematic Design Cost Estimates to the Owner. The Owner shall prepare at Owner's discretion and at its own expense the independent third party estimates of probable construction costs. All cost estimates will be reconciled with an Owner/ Project Management Cost Estimate developed by an independent third party cost estimator. The Consultant shall attend one (1) cost reconciliation meeting with the third-party cost estimator for the purpose of reconciling the 100% Schematic Design Estimated Project Construction Costs.
12. The Owner and the Consultant shall meet to review the provisional Schematic Design Documents and Cost Estimates in order to reach agreement on any Owner-authorized adjustment to the approved Project schedule or construction budget and identify any necessary clarifications of the provisional Schematic Design Documents.
13. The Consultant shall make all Owner-requested changes, additions, deletions, and corrections in the Schematic Design Documents which may result from the Owner's or any constructability review, at no additional cost to the Owner, so long as they are not in conflict with the requirements of the public agencies having jurisdiction or prior approval, or inconsistent with earlier Owner direction or Consultant's professional judgment. If such changes are inconsistent with prior Owner direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.
14. Unless the Owner agrees otherwise in writing, the Consultant shall revise respective provisional Schematic Design documents and Cost Estimates to reflect adjustments and clarifications agreed upon in the review meeting and resubmit Schematic Design documents and Cost Estimates to the Owner. Once approved, the revised Schematic Design documents shall become the final Schematic Design Documents.

15. If the Owner has not authorized in writing a revision to the project scope and the Estimated Project Construction Cost based on Schematic Design documents exceeds the Owner's Construction Budget by more than ten percent (10%), the Owner may request the Consultant to amend, at the Consultant's sole cost and expense, the Schematic Design Documents in order to meet the Owner's Construction Budget.

### **DESIGN DEVELOPMENT**

1. Upon written approval by the Owner of the Schematic Design documents and the 100% Schematic Design Estimated Project Construction Cost, the Consultant shall prepare Design Development documents consisting of, but not limited to site plans, enlarged site plans, building floor plans, enlarged floor plans, site sections, building sections, building elevations, typical construction details, finish schedules indicating finish selection, interior elevations, outline specifications and other drawings and documents sufficient to fix and describe the scope, relationship, size, appearance and character of the project components.
2. Design Development documents shall include Mechanical, Electrical, and Plumbing system designs and equipment layouts including single line diagrams and an energy analysis report.
3. The Consultant shall provide interior and exterior lighting design services to include lighting design plans and schedules and photometric calculations as required for permit and to confirm minimum or maximum light levels for site development and building areas, including parking lots, path of travel and emergency egress.
4. The Consultant shall update the LEED checklists and report identifying probable design credits for the Project and prepare as needed concept cost/benefit analysis of individual design elements for review and consideration by the Owner.
5. The Consultant shall finalize storm water and design drainage plans and incorporate site features in conformance with the guidelines of the Governing Agency and as required to comply with the City of Rancho Palos Verdes regulations.

6. The Consultant shall take the lead role in applying for and obtaining required approvals from all federal, state, regional or local agencies concerned with the Project.
7. The Consultant shall interpret all applicable federal, state and local laws, rules, and regulations with respect to access, including those of the Americans with Disabilities Act (ADA). The Consultant shall identify all non-compliant construction within the Project scope area and complete plans and specifications for site and building improvements within the Project scope area as required to correct or remove non-compliant construction as required for permit, including, but not limited to path of travel, curb ramps and accessible parking.
8. The Consultant shall meet with the Owner at intervals as necessary to develop the design and to review progress drawings and other documents which depict Design Development status of the Project.
9. The Consultant shall establish an updated Estimated Project Construction Costs at 100% completion of Design Development documents containing detail consistent with the Design Development documents.
10. Community/stakeholder workshops are proposed as required during this phase in order to update Project design progress and solicit comment.
11. The Consultant shall make presentations of the City of Rancho Palos Verdes staff, City Council, Commissions and others as required to update design progress, solicit comment, and obtain approval for the Design Development project scope and budget.
12. Design Development documents and 100% Design Development Cost Estimates to the Owner. All cost estimates will be reconciled with an Owner/Project Management Cost Estimate developed by an independent third party cost estimator. The Owner shall prepare at Owner's discretion and at its own expense the independent third party estimates of probable construction costs. The Consultant shall attend one (1) cost reconciliation meeting with the third-party cost estimator for the purpose of reconciling the 100% Design Development Estimated Project Construction Costs.

13. The Owner and the Consultant shall meet to review the provisional Design Development Documents and Cost Estimates in order to reach agreement on any Owner-authorized adjustment to the approved Project schedule or construction budget and identify any necessary clarifications of the provisional Design Development Documents and/or the 100% Design Development Cost Estimates.
14. The Consultant shall make all Owner-requested changes, additions, deletions, and corrections in the Design Development documents which may result from any constructability review, at no additional cost to the Owner, so long as they are not in conflict with the requirements of the public agencies having jurisdiction or prior approval, or inconsistent with earlier Owner direction or Consultant's professional judgment. If such changes are inconsistent with prior Owner direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.
15. Unless the Owner agrees otherwise in writing, the Consultant shall revise provisional Design Development documents and Cost Estimates to reflect adjustments and clarifications agreed upon in the review meeting and resubmit Design Development documents and Cost Estimates to the Owner. Once approved, the revised Design Development documents shall become the final Design Development Documents.
16. If the Owner has not authorized in writing a revision to the project scope and Estimated Project Construction Costs based on Design Development documents exceeds the Owner's Construction Budget by more than ten percent (10%), the Owner may request the Consultant to amend, at the Consultant's sole cost and expense, the Design Development Documents in order to meet the Owner's Construction Budget.

## **CONSTRUCTION DOCUMENTS**

1. Based on approved Design Development Documents, the approved updated project Construction Budget, the Consultant shall prepare, for approval by Owner, Construction Documents consisting of drawings and other documents setting forth in detail the requirements for construction of the Project. The Consultant shall

prepare complete drawings and specifications as are necessary for developing complete bids and for properly executing the Project work. Drawings and specifications shall set forth in detail all of the following: 1) the Project construction work to be done; 2) the materials, workmanship, finishes, and equipment required for the Project; and 3) the utility service connection equipment and site work.

2. The Construction Documents and Specifications must be in such form as will enable the Consultant and Owner to secure the required permits and approvals for all federal, state, regional or local agencies concerned with the Project.
3. The Consultant shall prepare a Storm Water Pollution Prevention Plan (SWPPP) which will include Best Management Practices (BMP's) that outline standard practices that can be implemented to decrease the discharge of pollutants into storm drains during construction operation on the site.
4. The Consultant shall submit a written Estimated Project Construction Cost for the project based on the Construction Document Phase Documents at 90% completion. Construction Document Phase Documents shall be consistent with the Project Construction Budget and if not in conformance shall be revised until approved in writing by the Owner.
5. All cost estimates will be reconciled with an Owner/Project Management Cost Estimate developed by an independent third-party cost estimator. The Owner shall prepare at Owner's discretion and at its own expense the independent third-party estimate of probable construction costs. The Consultant shall attend one (1) cost reconciliation meeting at each Construction Document milestone with the Owner's third-party cost estimator for the purpose of reconciling the 90% Construction Document Estimated Project Construction Cost.
6. The Owner and the Consultant shall meet to review the provisional 100% Construction Documents and Cost Estimate to reach agreement on any Owner-authorized adjustment to the approved Project schedule or construction budget and identify any necessary clarifications of the provisional Construction Documents and Construction Document cost estimate.
7. The parties agree that the Consultant, and not the Owner, possess the requisite expertise to determine the constructability of the Construction Documents and Specifications. However, the Owner reserves the right to conduct one or more constructability review processes with the Construction Documents, and to hire an

independent architect or other consultant to perform such reviews. Any such independent constructability reviews shall be at the Owner's expense.

8. The Consultant shall make all Owner-requested changes, additions, deletions, and corrections in the Construction Documents which may result from any constructability review, at no additional cost to the Owner, so long as they are not in conflict with the requirements of the public agencies having jurisdiction or prior approval, or inconsistent with earlier Owner directed or Consultant's professional judgment. If such changes are inconsistent with prior Owner direction, Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.
9. Unless the Owner agrees otherwise in writing, the Consultant shall revise provisional Construction Documents and Cost Estimates to reflect adjustments and clarifications agreed upon in the review meeting and resubmit Construction Documents and Cost Estimates to the Owner. Once approved, the revised Construction Documents shall become the final 100% Construction Documents.
10. The Consultant shall provide two (2) sets full size (30" x 42") and half size (15" x 21") hard copies at 50% CDs for Owner review and input. Changes directed by Owner which are inconsistent with prior Owner direction shall be made by the Consultant and compensated as Additional Services. The scope of and compensation for such changes shall be mutually agreed upon by the Consultant and Owner before such changes are initiated.
11. Revise the 50% CDs and submit another two (2) set of documents at 90% CDs for Owner review and input. Changes directed by Owner which are inconsistent with prior Owner direction shall be made by the Consultant and compensated as Additional Services. The scope of and compensation for such changes shall be mutually agreed upon by the Consultant and Owner before such changes are initiated.
12. Submit two (2) sets of 90% CDs for submittal to the Building and Safety Department for review and approval.
13. Complete corrections on the 100% CDs as required by the various City Departments to obtain final approval of the CDs for bidding purposes.

14. Provide a final construction cost estimate and project schedule to confirm the project is on target.
15. Submit two (2) sets of approved 100% CDs and Specifications for Owner's records and electronic copies on a CD along with a Flash Drive.

### **BIDDING**

1. Assist in the submittal of the Bid Drawings (100% CDs) and Specifications to the Owner's Project Manager.
2. Respond to all Requests for Information (RFIs) working with the Owner's Project Manager.
3. Assist the Owner's Project Manager in reviewing and evaluating the bids and related documents for contract award to the lowest responsive and responsible bidder.

### **AUTHORIZED ADDITIONAL SERVICES**

1. The Consultant shall bill as Additional Services all work that is the result of a substantial change directed by the Owner, that necessitates going back to, or repeating a part of or the entirety of any phase already approved and complete. Preparation of documents, applications, and/or other time spent on obtaining variances, or easement adjustments shall be billed as Additional Services.
2. Additional Services may be authorized by the Owner. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates and in the manner set forth in "Basis of Compensation" below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.
3. Additional Services mean 1) any work or Services which is determined by the Owner to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; 2) revisions in Drawings or Specifications or other documents when such revisions are caused by conflicts to previously issued instructions of the Owner; 3) additional Drawing, Specification or

document preparation and/or administration of work on portions of the Project separately bid; or 4) any work listed as Additional Services.

### **GENERAL REQUIREMENTS**

1. Project fees for this Project are based on Design/Bid/Build project delivery.
2. The Owner may be requested to supply the Consultant with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings in the Owner's possession. The Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough survey of site conditions.
3. The Owner will provide existing record drawings and provide any supplemental information to the Consultant which is available. The Consultant shall not be responsible for the accuracy of the information or existing record drawings, except to the extent that any inaccuracy should have reasonably been detected by the Consultant, pursuant to its standard of care and visual observation of existing conditions.
4. The Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials or toxic substances in any form at the Project site.
5. The Owner reserves the right to conduct one or more constructability review processes with the Drawings and Specifications, and to hire an independent architect or other consultant to perform such reviews. Any such independent constructability reviews shall be at the Owner's expense.

6. The Consultant shall make all Owner-requested changes, additions, deletions, and corrections in the Drawings and Specifications which may result from any constructability review, at no additional cost to the Owner, so long as they are not in conflict with the requirements of public agencies having jurisdiction or prior approval, or inconsistent with earlier Owner direction or Consultant's professional judgment. If such changes, additions, deletions, or corrections are inconsistent with prior Owner direction; the Consultant shall make such alterations and be compensated therefore pursuant to the Additional Services provision of this Agreement.
  
7. All plans, specifications, original or reproducible transparencies of working drawings, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other Project Documents prepared pursuant to this Agreement shall be and remain the property of the Owner. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultant, the Project Documents shall be the property of the Owner whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, the Consultant shall provide to the Owner copies of all Project Documents required by the Owner. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of seven (7) years following completion of the Project, and shall make copies available to the Owner upon the payment of reasonable duplication costs. Before destroying Project Documents following this retention period, Consultant shall make a reasonable effort to notify the Owner and provide the Owner with the opportunity to obtain the documents.
  
8. The Consultant grants to the Owner the right to use and reuse all or part of the Project Documents, at the Owner's sole discretion and with no additional compensation to the Consultant, for the following purposes: A) The construction of all or part of this Project; B) The repair, renovation, modernization, replacement, reconstruction, or expansion of this Project at any time; C) The construction of another project by or on behalf of the Owner for its ownership and use. The Owner is not bound by this Agreement to employ the services of the Consultant in the event such documents are used or reused for these purposes. The Owner shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant. The use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the Owner's right to recover for latent defects or for errors or omissions of the Consultant for the Project.

9. Any use or reuse by the Owner of the Project Documents on any project other than this Project without employing the services of the Consultant shall be at the Owner's own risk and liability with respect to third parties. If the Owner uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's architect seal from the Project Documents and indemnify and hold harmless the Consultant and its officers, directors, agents, and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. The Consultant shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Consultant, a party for which the Consultant is legally responsible or liable, or anyone approved by the Consultant.
10. This Agreement creates a non-exclusive and perpetual license for the Owner to copy, use, modify, or reuse any and all Project Documents and any intellectual property rights therein. The Consultant shall require any and all subcontractors and consultants to agree in writing that the Owner is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
11. The Consultant represents that the Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that the Consultant prepares or causes to be prepared pursuant to this Agreement. The Consultant makes no representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than the Consultant and provided to the Consultant by the Owner.
12. The Consultant is providing, by agreement with the Owner, materials stored electronically. The parties recognize that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media (including but not necessarily limited to "CAD documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. The signed and/or stamped hard copies of the Architect's Instruments of Service are the only true contract documents of record.

## **OWNER'S OBLIGATIONS**

1. The Owner shall provide the Consultant prior to the project start date confirmation of Project Schedule and Project Budget.
2. All cost estimates will be reconciled with an Owner/Project Management Cost and/or an independent third party cost estimator, as deemed necessary by the Owner. The Owner may prepare at its own expense the independent estimates of probable construction costs. The Consultant shall attend one (1) cost reconciliation meeting for the purpose of reconciling project cost estimates at each identified cost estimate milestone.
3. Owner's responsibilities shall include 1) retaining consultant(s) to conduct materials testing and inspection or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations; 2) pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval jurisdiction over the Project; and 3) designate a person(s) to act as representative for the performance of this Agreement (Owner's Representative).
4. The Owner's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of services.

## **RESPONSIBILITY FOR CONSTRUCTION COST**

1. The Consultant shall advise the Owner of any adjustments to the preliminary estimate of construction cost. Evaluation of the Owner's project budget, preliminary and subsequent estimates of construction cost, if any, prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Consultant nor the Owner has control over the cost of labor, material, or equipment, over the contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's project budget, or from any estimate of construction cost or evaluation prepared or agreed to by the Consultant.

## BASIS OF COMPENSATION

Based on the Scope of Work and Services defined above, Johnson Favaro and its consulting team propose a Professional Services Fee, of: *Five-hundred and twenty thousand, four hundred and sixty dollars (\$520,460)* with a fixed not-to-exceed reimbursable cost allowance established at: *Ten-thousand dollars (\$10,000)*

## PROFESSIONAL BASIC SERVICES FEES BY DISCIPLINE

<i>Discipline</i>	<i>Firm</i>	<i>Fee</i>
Architecture	Johnson Favaro	\$283,500
Civil engineering	KPFF	\$88,000
Landscape architecture	KSA	\$39,410
Structural engineering	Englekirk & Sabol	\$34,050
MEP engineering	Novus	\$50,000
Lighting	Darkhorse	\$12,000
Cost	MGAC	\$13,500
Specifications	TRC	\$8,000
	<b>Total:</b>	<b>\$528,460</b>

**PROFESSIONAL BASIC SERVICES FEES BY PHASE**

<i>Discipline</i>	<i>Fee</i>
Pre-Design	\$45,000
Schematic Design	\$90,630
Design Development	\$124,840
Construction Documents	\$238,700
Permits	\$20,290
Bidding	\$9,000
<b>Total:</b>	<b>\$528,460</b>

**REIMBURSABLE COSTS**

The Owner shall reimburse the Consultant a sum for its reasonable out-of-pocket expenses that are incurred and paid for by the Consultant in furtherance of performance of its obligations under this agreement. The categories of expenses include:

- Printing and reproduction costs.
- Project related mileage.
- Shipping, overnight mail, postage, messenger and other handling of drawings and documents.
- Presentation models.
- Additional consultants not considered a part this agreement.
- Fees paid to third parties for securing approval of authorities having jurisdiction over the project.

## PROJECT SCHEDULE

<i>Phase</i>	<i>Duration (Calendar Days)</i>	<i>Start</i>	<i>Finish</i>
	<b>Project Start</b>	<b>11.01.18</b>	
Pre- Design	45	11.01.18	12.15.18
RPV Review and NTP	15	12.15.18	01.01.18
Schematic Design	45	01.01.19	02.15.19
RPV Review and NTP	15	02.15.19	03.01.19
Design Development	45	03.01.19	04.15.19
RPV Review and NTP	15	04.15.17	05.01.19
Construction Documents	90	05.01.19	08.01.19
RPV Review and NTP	15	08.01.19	08.15.19
Permits	45	08.15.19	10.01.19
Bidding Documents	15	10.01.19	10.15.19
		<b>Project Finish</b>	<b>10.15.19</b>

The Consultant shall advise the Owner of any adjustments to the preliminary project schedule. Evaluation of the project schedule, as well as subsequent estimates of the project schedule prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with community planning, design, and construction. It is recognized, however, that the Consultant has no control over the performance of the Owner, the Owner Project Manager or the City of Rancho Palos Verdes in adhering to the project schedule. Accordingly, the Consultant cannot and does not warrant or represent that the project schedule will not vary from that represented herein, nor from any schedule estimate or evaluation prepared or agreed to by the Consultant.

## **EXCLUSIONS**

The following services are excluded from this agreement:

### **General**

1. Land Survey
2. Geotechnical Investigative Report
3. Phase 1 or Phase 2 Environmental Review
4. Tree Survey or Arborist Services
5. Materials Testing
6. Hazardous materials abatement scope related to survey of existing conditions, drawings, reports, documents and or specifications.
7. Methane extraction systems
8. Off-site public improvements, not described in this Proposal including adjoining street widening.
9. Physical presentation models
10. Partnering Workshops
11. Additional cost estimates or revisions to completed cost estimates

### **Civil Engineering**

1. Preparation of schematic opinion of probable construction costs.
2. Preparation of preliminary below-slab de-watering plan
3. Preparation of design development opinion of probable construction costs.
4. Assist in the filing of permits for the permanent or temporary discharge of groundwater.
5. Special studies.
6. Land surveys.
7. Design of site retaining walls.
8. Services relative to future facilities, systems, and equipment.
9. Service to investigate existing conditions or facilities, or to make measured drawings thereof.
10. Coordination of construction performed by separate contractors or by owner's forces.
11. Services regarding work of a construction manager or separate consultants retained by owner.

12. Detailed estimates of construction cost.
13. Record drawings.
14. Services of sub-consultants.
15. Storm water facilities.
16. Road widening.
17. Bicycle paths.
18. Traffic signals.
19. Street dedications.
20. Street lighting.
21. Striping plans.
22. Sewer improvements.
23. Water improvements.
24. Traffic studies.
25. Franchise Utility Coordination, includes natural gas lines, power and communications conduits, etc.
26. Assist the owner in coordinating the abandonment and/or relocation of existing franchise utilities.
27. Underground mechanical systems coordination, includes coordination of chilled water lines, steam lines, distilled water, etc. Note that coordination includes horizontal alignment only. Detailed design of these items is to be accomplished by others.
28. Design of sewer seepage pits, septic tanks, or leech fields.
29. Design of water wells.
30. Preparation of excavation documents/rough grading plans.
31. Preparation of studies of alternative site plans.
32. Flood, plain, wetland, or environmental work.
33. Design of lift stations for sanitary sewer or storm drainage systems.
34. Design of booster pumps for inadequate water pressure.
35. Intensive research and testing to determine conditions of existing site utilities (e.g. potholing, smoke testing, dye testing, pressure testing, and video testing).
36. Assist the general contractor with the design and permits associates with construction site dewatering.
37. Design and documentation relative to special storm water detention and treatment systems required to obtain LEED credits.

### **Landscape Architecture**

1. Hardscape design
2. Landscape design for adjacent hillside areas
3. Playground or sports courts equipment

4. Community Outreach
5. Lighting Design
6. Record Drawings/ As-Builts
7. LEED calculations and documentation

### **Structural Engineering**

1. Structural engineering services outside of community center building except foundation design and detailing of playground equipment

### **MEP Engineering**

1. Design change requests and LEED strategy reassessment requested after completion of 100% Schematic Design that require significant redesign and/or redrawing.
2. Significant changes to building or MEP systems requiring reassessment of systems proposed will require additional services to assess.
3. MEP demolition drawings or documentation of any existing as-built conditions
4. Work on buildings and site other than those described under 'Project Description' above
5. Design of systems outside of five feet from building or buildings described under 'Project Description' above, except for site related work as included in Services descriptions.
6. LEED and Title 24-2016 Required Commissioning and 3rd Party Peer Reviews
7. Construction management or bidding coordination
8. Kitchen design or specification of any kitchen equipment
9. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing, participate in reconciliation and provide feedback.
10. Acoustical calculations for systems are not included. We will include modifications to our systems per your acoustical consultants' recommendations within our base fee.
11. Smoke modeling and any work on atriums
12. Routing of utilities (gas, water, sanitary, electrical, etc.) outside of five feet from the building
13. Design of building footing drainage and/or sub-slab groundwater drainage will be performed by others.
14. Trenching and backfilling details or specifications related to underground piping and/or tanks
15. Cogeneration systems

16. Audio Visual systems, Cabling for telephone or CATV, Fire Alarm and Security system design
17. Layout of fire sprinkler heads and routing of fire sprinkler piping in the building
18. Fire alarm system design
19. Design or testing of fire protection systems
20. Fuel oil under/above ground storage tanks, pumping, piping, and leak detection systems.
21. Storm water detention/reclamation system design.
22. Solar thermal water heating system design.
23. Medical gas system and piping distribution design including air, vacuum, oxygen and nitrogen.
24. Full Design of Solar Photovoltaic systems.
25. Energy storage power systems
26. Structural calculations for the seismic restraint of mechanical, electrical and plumbing equipment are not included
27. Waterproofing details/requirements for building components by others
28. Cost reduction requiring redesign after approved systems have been designed including but not limited to change order issues or ASI's. Issue of ASIs, change orders, plan revisions, etc. generated by others will require additional fees to be submitted for prior approval before completing these services.
29. Review of change order costs initiated by others will be billed hourly, on prior approval.
30. Determination/interpretation of egress lighting paths with local officials.
31. Distributed antenna system.
32. Kitchen exhaust and make-up air systems design.
33. Smoke control system or stair/elevator shaft pressurization system design.
34. Any Plug Load Monitoring or Submissions
35. Lighting design for areas not specifically listed under Lighting scope
36. Theatrical Lighting
37. Design of Landscape and Exterior Lighting
38. Mock-ups
39. Cost estimating
40. Multiple-name specifications
41. Control system specifications
42. Custom fixture design
43. Supervision of contractors
44. Aiming of installed light fixtures

45. Life Cycle Cost Analysis
46. Record drawings of completed project
47. Cost reduction requiring redesign
48. Determination/interpretation of egress lighting paths with local officials
49. Location of Exit Signs
50. Preparation and documentation of any LEED or similar credit programs
51. Power to street lighting at city sidewalks and right of ways.
52. Low Voltage Conduit design, routing and coordination.
53. Design-Bid-Build Early Foundation Package.
54. Filing of applications for building or other permits, payment of any fees associated with permits or associated applications.
55. Preparation of cost estimates.
56. Overall project BIM management.
57. Participations in development of BIM execution plans.
58. Design of an emergency or standby back up power system via a diesel generator.
59. Responses to additional rounds of comments from owners. One round of comments has been included in the scope of work.
60. Design for grease interceptor and plumbing for a commercial kitchen.

### **Lighting**

1. Revit model production. Darkhorse will utilize the Revit model to extract current backgrounds, sections and details, but will not produce a linked model. It is the architect or engineer's responsibility to populate the model with lighting families. Darkhorse will assist to obtain available manufacturers families for luminaires specified.
2. Additional site visits shall be billed at the day rates as noted in the fee schedule. Day rates are described as one (1) man-day of 8 hours.
3. Production time for additional drawing submissions not included in the scope of services.
4. Bidding and Negotiation.
5. As-built drawings, Record drawings and Close-out documentation.
6. Decorative lighting (FF&E) is to be provided by architect. Darkhorse shall assist with sources and dimming and at times might suggest fixtures but the responsibility is that of the interior designers. Should it be requested that Darkhorse source decorative light fixtures, a separate fee should be assessed based on the scope of the request.

7. Programming of the lighting controls system. This work shall be completed by the manufacturer's authorized personnel.
8. Commissioning of lighting and controls systems. This work shall be performed by a certified commissioning agent.
9. Emergency lighting, life safety. As directed, Darkhorse shall incorporate architectural lighting fixtures capable of emergency lighting to support and assist in efforts through zoning but it is the Electrical Engineer's responsibility to circuit the emergency lighting, verify that it meets code and specify visible emergency lighting, concealed EM lights, BOH, Staircase and other lighting not in Darkhorse's scope.
10. Energy code calculations, LEED submittals, lighting power density and other permit documents are supplied by consulting engineers. Darkhorse shall provide a fixture schedule and zone schedule with wattage information for areas within scope but does not have the authority to submit to agencies and municipalities.
11. LEED Compliance, WELL Building, Savings by Design or other third-party building program documentation unless specifically included. Related services are considered additional services upon request.
12. Living Building Challenge documentation and specifications unless specifically included. Compliance is the responsibility of manufacturers. If notified at the beginning the project will seek LBC status, Darkhorse will make every effort to specify products in compliance but does not warrant products specified comply with the LBC Red List. Coordination and all related efforts are considered additional services.
13. Landmarks approval documentation.
14. Lighting renderings are an additional service. Fees shall be based on the extent of the request.
15. Mock-ups shall be billed at the hourly rate. Any expenses associated with the construction of materials for the mock up shall be paid upon receipt of invoice.
16. Additional photometric calculations shall be billed as additional services at the hourly rates set forth herein.
17. Review and testing of fixture and/or control system substitutions proposed by others.
18. Should the client request custom light fixtures; the design shall be billed at \$4,500.00 USD per fixture design. All copyrights remain the property of Darkhorse. A custom lighting fixture is defined as an entirely new design and would require design approvals, prototypes and coordination of fabrication.

Darkhorse does not charge additional fees for assisting with modifications or coordinating custom fixture as provided by other designers.

19. Should the overall design phase extend past twenty (20) months Darkhorse reserves the right to renegotiate fees and ask for additional compensation due to additional hours needed.
20. The specification and design of lighting control and dimming system, unless specifically included above.
21. Value engineering past 100% Design Development phases.
22. Written specifications beyond the information provided in our fixture schedule.

**Cost Estimation**

1. Cost reports other than those specified
2. Reconciliation of costs with other parties
3. Bid negotiation
4. Construction phase services

**Specifications**

1. Outline specifications

**ADDITIONAL SERVICES**

Additional Services shall be provided if authorized or confirmed in writing by the Owner. These services shall be subject to an additional fee. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out.

Additional Services will be billed on an hourly basis at the rates shown below:

Partners	\$220.00
Senior Associate	\$200.00
Senior Staff 4	\$180.00
Senior Staff 3	\$140.00
Senior Staff 2	\$120.00
Senior Staff 1	\$ 85.00
Intermediate Staff 1	\$ 85.00
Tech/Admin Staff 1	\$ 65.00

**Confirmation of Agreement:**

This letter correctly sets out the scope and fees for services to be provided by Johnson Favaro for this project.

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Signature of Authorized Officer

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Title of Authorized Officer

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Date

If you have any questions please do not hesitate to contact us.

Sincerely,

Jim Favaro  
Principal, Johnson Favaro

Enclosure: Exhibit A: Professional Services Fee Breakdown by Discipline and Phase  
Exhibit B: Consultant and sub consultant hourly rates  
Exhibit C: Sub consultant proposals.