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Revised: July 31, 2024
May 17, 2024

Mark Berry
Deputy Director of Community Development / Economic Development
633 E Broadway, #201
Glendale, CA 91206

Re: Rockhaven Historic District – Rehabilitation; Nurse’s Cottage Expansion
Glendale, California – GDCT301.B

Dear Mark,

We are pleased to submit the following proposal for Additional Services in connection with the project referenced above.

This Agreement is by and between SWA Group (SWA), a California corporation, and the City of Glendale (the Client), Glendale, California.

SWA shall provide professional services on the project referenced above, the extent of which is indicated on the attached drawing entitled: Exhibit A, dated July 31, 2024.

I. APPROACH AND UNDERSTANDING

The Rockhaven Sanitarium consists of 3.4 acres and fifteen buildings occupying 22,000 SF located in the Crescenta Valley. The City acquired the Rockhaven Site (“Site”) in April 2008 for \$8.25M. The former women’s sanitarium was subsequently listed on the National Register of Historic Places and the California Register of Historical Resources; the property is therefore considered a mandatory historic resource under the California Environmental Quality Act (CEQA). Rockhaven has also been identified as being eligible for listing in the Glendale Register of Historic Resources and is therefore a historic resource per City code.

While the historic significance of the buildings and park-like setting has been well-documented, as the site has remained vacant since 2006 the condition of the site’s improvements has steadily worsened. In March 2023 the City secured an \$8.0M State of California grant for the rehabilitation of Rockhaven. This funding will allow the City of Glendale to rehabilitate the historic Rockhaven property and repurpose the site for a variety of uses.

The project will focus on the following work items :

1. Rehabilitation of Nurse’s Cottage as community building and Garage as storage facility
2. Site Access, accessibility upgrades
3. Site improvements
4. Landscaping and irrigation improvements
5. Parking

II. SCOPE OF SERVICES

- A. SWA will provide Design Consultation for the items described above.
- B. SWA will provide concept design, programming, public meeting support, construction documentation, bidding support, and construction observation services, as later described, for the following scope items:

Preparation of conceptual grading plan indicating the grading design through use of contours and/or spot elevations.

Coordination with the project civil engineer to maintain the historic appearance and character, and surface function on the engineered grading and water quality plans.

Finish grading and surface drainage of pedestrian pavements and planting areas addressing:

- a. Drainage.
- b. Aesthetics (historic appearance and character).
- c. Accessibility.
- d. Stormwater management and water quality, (C-3 in California).

Pedestrian and decorative vehicular pavements.

Landscape walls, steps, railings and related site elements not a part of the buildings..

Fences, decks and fixed seating devices.

New site furnishings including benches, tables, umbrellas, planter pots, trash receptacles, and bike racks if any.

Selection, location and mounting details of fixtures for site lighting:

- e. Coordination with historic preservation, public works/ building & safety and MEP engineering.

Planting.

Irrigation: High efficiency, weather/ET based irrigation system downstream from mainline point-of-connection.

C. Consultants Contracted to SWA

Survey and Scanning services, as described in Exhibit "B" by PSOMAS.

Civil and Site Structural Engineering services, as described in Exhibit "C" by PSOMAS.

Architectural Design Services for rehabilitation of Pine Cottage as a museum and rehabilitation of the historic landscape, as described in Exhibit "D" by Architectural Resources Group.

Hazardous Material Consulting, as described in Exhibit "D.2" by Vista Environmental Consulting.

MEP/Site Lighting Services, as described in Exhibit "D.3" by MEP California Engineering Corp.

Structural Engineering Services, as described in Exhibit "D.4" by Structural Focus.

If required, SWA will retain and direct the services of the following professional consultants. Fees for such services are not included in this contract and shall be the subject of future agreements:

Swimming pool and spa structural, mechanical and electrical engineering.

Structure, recirculation systems and lighting of ornamental pools and fountains.

Fountain design details, MEP, lighting and programmed effects.

LEED, green building, sustainability consultant.

Geotechnical / Soil Engineering

Soils consultant.

Hydrology, water systems.

Industrial design.

Graphic design, wayfinding, signage, communications, website design, multi-media.

Green roof/wall systems.

Post-occupancy evaluation.

Professional renderings/perspectives or animations.

Fabrication, CNC, 3-D printing.

Playground safety consultant.

Restoration biologist.

Agricultural consultant, agronomist.

Coordination of site utilities.

Create necessary exhibits and plans for conformance with local landscape codes and ordinances required for the entitlement of the project.

Arborist, horticultural consultants.

D. Consultants Not Contracted to SWA

The contribution of SWA to the project shall be limited to areas of design and aesthetics and SWA does not assume responsibility for the work of others in the production of construction documents or the sufficiency thereof necessary to the execution of the work.

Design of Scope Items shall not include structural provisions for support of such items in the structure of the building; penetrations of the structure of the building for structural, mechanical, electrical or plumbing connections; actual connection to structural, mechanical, electrical and plumbing systems of the building (other than point-of-connection in planters for irrigation); waterproofing of the structure or protective covering of that waterproofing; or waterproofing of penetrations of the structure.

III. PROCEDURE

Over our 60 years of business, SWA has experience providing services that range from master land use plans, to design documents, to construction oversight. Our proposed team will work collaboratively to provide these services and support the City of Glendale's strategic vision for the Rockhaven property.

A. Planning / Feasibility Study

B. Survey / Scanning

C. Building Assessment & Concept Design

- D. Public Meeting Attendance / Support**
- E. Construction Documentation & Permitting**
- F. Bidding Support & Construction Observation/Administration (CO/CA)**

A. Planning / Feasibility Study

The purpose of this task is to develop an overall master plan and feasibility study document for the project area to document in written and graphic form the proposed program and character of the project. Up to (2) alternative approaches will be developed for the Client's review and direction.

Process – As Part of this task, SWA and ARG will:

- Review the city provided base information, previous study documents and surveys to prepare a base map for planning purposes.
- Participate in two (2) in-person site visits and three (3) virtual meetings.
- Evaluate feasibility of garage demolition, alternation, and/or rehabilitation.
- Develop sketch concept plan with programmed spaces, parking and site elements for presentation to City Council.
- Attend one (1) City Council meeting and present materials, if required.

Deliverables:

(Sheet size 11"x17").

SWA:

- i. Alternative sketch plan.
- ii. Reference imagery.
- iii. Project site narrative.

ARG:

- i. Building rehabilitation narrative
- ii. Sketch Concept Plan

B. Survey / Scanning

PSOMAS will prepare a Design Survey, Subterranean Utility Detection Mapping and Building Scan which will capture the following project areas for use in producing design documents for accurate bidding:

- a. Topographic Design Survey in AutoCAD, as identified in Exhibit "A.1"
- b. Subterranean Utility Detection Scan in AutoCAD, as identified in Exhibit "A.1."
- c. Interior and Exterior 3D Building scan to BIM Revit Model; Nurse's Cottage and Garage.
 - i. If building survey and scanning work is not complete, city to furnish as-built

drawings or existing building survey for development of architectural rehabilitation plans.

C. Building Assessment & Concept Design

The purpose of this task is to conduct a thorough assessment of the existing Nurse's cottage and adjacent garage building and develop a working concept design to develop pricing and present to community stakeholders for approval.

Process – As Part of this task, SWA will:

SWA and project team will review Historic background documents and current Secretary of The Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings; California Historical Building Code; and Glendale Municipal Code Section 15.20. Additionally, prepare a concept design that honors the character defining features as outlined by the United States Department of the Interior, National Park Service Office of Historic Preservation document for Rockhaven Sanitarium Historic District Listing (dated June 2016) by protecting character-defining features, repairing these features in-kind whenever feasible and replacing them in-kind (if feasible) when their level of deterioration prevents repair.

Design team will prepare a building assessment report and concept drawings which show the following information:

- a. Perform a site visit to observe the existing building condition for preparation of assessment report.
- b. Conditions assessment of building's interior and exterior
- c. Coordinate with Structural to confirm structural condition of the building
- d. Code, Life Safety and Accessibility Review of the building.
- e. Overall layout of walks, entries, enhanced paving, parking areas, and planting areas.
- f. Preliminary Grading concepts for paved and unpaved landscape areas.
- g. General planting palette, including identification of tree, shrub, groundcover, and turf areas;
- h. Lighting concepts in coordination with MEP.
- i. Paving areas, including locations of stairs, ramps, sloped walks and landscape walls (if any).
- j. Prepare a Concept Level Landscape Image Presentation which includes photographs and/or sketches which convey the general landscape design intent;
- k. Coordinate with design consultants for the completion of the Concept Design package.
- l. All materials listed above will include, when appropriate, notations indicating historic features to be repaired and retained, historic features to be altered, and historic features to be replaced in-kind.

Deliverables:

(Sheet size 11"x17").

SWA:

- a. Alternative sketch plan.
 - b. Overall illustrative plan.
 - c. Overall diagram of landscape typologies.
 - d. Diagram of circulation system.
 - e. Landscape cross sections and elevations.
 - f. Digital 3D massing model (Sketch up or Rhino).
 - g. Reference imagery.
 - h. Concept narrative.
 - i. Museum Building (Architectural):
 - a. Report of Building Evaluation (MEP, Structural, Hazmat)
 - Hazardous Materials Letter Report
 - Tier 1 seismic evaluation of the Building
 - MEP Assessment Report
 - b. Report of Building Exterior Envelope and Interiors conditions
 - c. Concept Floor Plans, Interior elevations as required to show Core and Shell planned alternations.
 - d. Conceptual Exterior Elevations showing preliminary repair locations of exterior plaster, doors, windows.
 - e. Roof Plan showing preliminary repair locations.
 - f. Conceptual Structural information and drawings; Basis of Design Document
 - g. Site Lighting (MEP California):
 - i. Conceptual Lighting Plan
 - ii. Basis of Design document for Pricing
- Cost Estimation (Cumming):
- a. Concept Design ROM Estimate (2 Design Alternatives)

D. Public Meeting Attendance / Support

Based on the approved concept plan, SWA and ARG will prepare presentation materials and participate in any combination of three public meetings:

- a. City Council Meeting

- b. Historic Preservation Commission Meeting
- c. Community/Outreach Meeting

Assume (3) in-person meetings.

Meeting rooms, notice to public, public surveys, and website creation will be responsibility of city. SWA to support with presentation material.

E. Construction Documentation / Permitting

Upon the Client's approval of the preferred concept plan and concept cost design estimate, SWA will develop working drawings and technical sections of specifications to construct the work and assist the client-appointed Cost Estimator with the final estimate of probable construction cost. Technical sections of specifications shall be prepared in Construction Specifications Institute (CSI) MasterFormat. The Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.

SWA shall prepare working drawings and technical sections of specifications to reasonably conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation.

In developing working drawings and technical sections of specifications, SWA shall coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by the Client at the end of the preliminary design phase. When the final estimate of probable construction cost is one hundred ten percent (110%) of the preliminary design budget estimate, or less, the final estimate will be acceptable to the Client.

Process – As part of this task, SWA will:

Create construction documents at increments for progress review with City Staff

- a. 30% Plans & Specifications
- b. 60% Plans, Specifications & Cost Estimate
- c. 90% Plan check plans, Specifications & Cost Estimate
- d. 100% Permit Plans & Specifications

Attend meeting with the City to review the progress of the work.

SWA to compile and coordinate consultant documentations.

Coordinate with cost estimator for preparation of 60% and 90% Cost Estimate updates.

SWA shall assist City with applicable Permits for Construction, as follows:

- a. **City Entitlement:** SWA shall assist the Client in preparing the Landscape Entitlement Package for the City of Glendale or other pertinent agencies. City shall be solely responsible for packaging and routing package through entitlement process. SWA's submission shall adhere to the requirements outlined by the City.

- b. **EIR Submittal:** SWA shall assist the Client in providing materials for the California Environmental Quality (CEQA) Report submittal. The City shall be solely responsible for packaging the EIR submittal, and for taking it through the EIR process. SWA's materials shall adhere to the requirements outlined by the City.

Deliverables:

SWA

- a. Layout and materials plan.
- b. Area enlargement plans (as necessary).
- c. Fine Grading plan.
- d. Planting plan.
- e. Mainline irrigation layout.
- f. Irrigation water budget and hydro-zones.
- g. Site furnishings plan
- h. Plant list.
- i. Sections and/or elevations (as necessary)
- j. Construction, irrigation, & planting details for all landscape elements.
- k. Technical landscape specifications in CSI format.

Civil / Site Structural (PSOMAS)

- a. Civil Plans
 - i. Existing Conditions Plan
 - ii. Site Demolition Plan
 - iii. Horizontal Control Plan
 - iv. Precise Grading and Drainage Plan
 - v. Civil Site Utility Plan
 - vi. Erosion Control Plan
 - vii. Civil Construction Details
- b. Site Structural Plans and Details
 - i. No more than (4) typical retaining wall designs
 - ii. Stair reinforcement and footings
 - iii. Guardrail Design and Footings
 - iv. Handrail Design and Footings
- c. Low Impact Development (LID) Design and Report
- d. Storm Water Pollution Prevention Plan (SWPPP)

- i. Prepare a Storm Water Pollution Prevention Plan in conformance with the State Water Resources Control Board
 - ii. Although this project is less than one acre and would not require a SWAPP as a stand-alone project, due to the adjacency and timing of the base project, PSOMAS assume that a SWPPP will be required. Fees have been provided for a separate SWPPP for the expanded project area or, at the City's direction, modify the SWPPP for the base project. Modification is only feasible if the same general contractor constructs both projects.
- e. Offsite Improvements
- i. Street Improvements Plans
 - Reconstruction of two existing driveway approaches on Hermosa Avenue
 - Sidewalk replacement in support of the driveway approaches and site access from Hermosa Avenue
 - Permitting for Offsite Improvement Plans

Museum Building (Architectural)

- a. 30,60,90,100% Plans and Specifications for Floor Plans, Exterior and Interior Elevation Details.
- b. Mechanical, Electrical and Plumbing Construction Drawings for Bidding and Plan Check
- c. Structural drawings and specifications for bidding and plan check.

Site Lighting (MEP California)

- d. Lighting Plan and Fixture Schedules, Title 24 compliance.

Cost Estimation (Cummings)

- e. 60% Cost Estimate
- f. 90% Cost Estimate

F. Bidding Support & Construction Observation / Administration (CO/CA) Services

If requested by the Client, SWA shall assist the Client in reviewing and evaluating bids.

Bidding Support Deliverables:

- g. Written evaluations of bid proposals.

Services including negotiating proposals, and assistance in awarding and preparing contracts for construction are not included in this fee proposal, however may be provided as Additional Services.

SWA shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SWA's design intent and construction documents. On the basis of its observations while at the site, SWA will keep the Client informed of the progress of construction. SWA may recommend to the Client the rejection of work failing to conform to the contract documents.

SWA shall select and pre-tag specimen plant materials that are to be Owner-supplied or proprietarily selected.

SWA shall review contractor change orders, for compliance with construction documents for the City.

SWA shall endeavor to secure compliance by the contractor to the plans and specifications. SWA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and the Client agrees to hold SWA harmless from and against any and all losses, claims, or damages arising out of or related to contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

Deliverables:

- a. Site visit reports.
- b. Submittals review.
- c. Review of mock-ups and shop drawings.
- d. Field sketches for clarifications purposes.
- e. Responses to RFI's.

IV. DEVELOPMENT BUDGETS

- A. **As part of Concept Design & Programming Phase, a proposed project construction budget for all items of work under the Scope of Services shall be established and approved.**
- B. **This budget shall be revised and approved at the completion of Construction Documentation Phase.**
- C. **In the event that this budget is reduced or increased by more than 10% between the time of approval of the schematic design phase and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services.**

V. DESIGN APPROVAL

Mark Berry has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by Mark Berry is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

VI. MEETINGS AND CONSTRUCTION SITE VISITS

- A. **This proposal includes Professional Service time for 15 meetings (up to 7 in-person) for coordination or presentations with the City, agencies, consultants to the city, as follows by phase:**

Concept Design & Programming

- a. Meeting #1: Project kickoff

- b. Meeting #2: Program Development
- c. Meeting #3: Initial Concept Design Development
- d. Meeting #4: Cost Estimate Review
- e. Meeting #5: Final Concept Design Review

Public Meetings

- f. Meeting #6: In-Person Public Meeting
- g. Meeting #7: In-Person Public Meeting
- h. Meeting #8: In-Person Public Meeting

Construction Documentation & Permitting

- i. Meeting #9: 30% Review
- j. Meeting #10: 60% Review
- k. Meeting #11: Cost Estimate Review
- l. Meeting #12: 90% Review
- m. Meeting #13: Cost Estimate Review
- n. Meeting #14: Plancheck/Permitting

Bidding Period

- o. Meeting #15: Bid Review

- B. Up to 18 site visit/construction observation meetings will be provided, scheduled approximately with any mix of the following:**

Client pre-construction coordination; Pre-construction meeting with contractor; Layout of hardscape elements; Mockup review; Fine grading; Irrigation; Nursery visit; Planting; Punch list/substantial completion (begin establishment period); End of establishment period/final acceptance.

- C. Additional meetings or site visits, if required, shall be provided as Additional Services. Travel expenses shall be billed as Reimbursable Costs as listed in Appendix A.**

VII. EXCLUSIONS TO SCOPE OF SERVICES

The Client shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

Topography and boundary surveys.

Soils testing and/or engineering. Geotechnical Report

Engineering other than that provided within the Scope of Services.

Site environmental studies and documentation.

Interior planting design.

Waterproofing design.

BIM/REVIT or similar except for specific coordination items identified in the Scope of Services.

LEED documentation preparation and analyses.

Stormwater Pollution Prevention Plan

Traffic Control Plans

Plan Check Fees

Graphic design.

Signage Design

Expediting, code, zoning consultant.

Any item not specifically addressed in this proposal.

VIII. SCHEDULE

We estimate the following schedule by phase:

Schedule	
Planning / Feasibility Study	1 Month
Survey / Scanning	1.5 Months
Building Assessment + Concept Design	2 Months
Public Meeting Attendance / Support	2 Months
Construction Documentation & Permitting	4 Months
Bidding Support & CO/CA Services	6 Months

(Continued on Next Page)

IX. FEES AND TERMS

These services will be billed to you under our job number GDCT301.B provided for the fee as outlined below, under the terms and conditions of our contract with you dated February 27, 2024.

We estimate the following fee breakdown by phase:

Phase	Fee	Duration
1. Planning / Feasibility Study	\$40,000	4 weeks
2. Survey / Scanning	\$23,000	6 weeks
3. Design Implementation	\$398,875	60 weeks
Fee Total	\$461,875	70 weeks

Below is the fee breakdown by consultant:

Planning / Feasibility Study

Consultant	Fee
<i>Prime:</i> Landscape (SWA)	\$22,000
Architectural Design (ARG)	\$18,000
TOTAL	\$40,000

Survey / Scanning

Service	Fee
Design Survey A (PSOMAS)	\$8,500
Utility Survey A (PSOMAS)	\$4,000
Architectural Interior/Exterior 3D Scan (PSOMAS)	\$10,500
TOTAL	\$23,000

Design Implementation

Consultant	Assessment / Concept Design	Public Meeting	Construction Documentation	Bid Support / CO/CA Services	Total by Consultant
Prime: Landscape + Irrigation (SWA)	\$20,000	\$24,000	\$41,000	\$15,000	\$100,000
On-Site Civil Engineer (PSOMAS)	-	-	\$44,000	\$13,000	\$57,000
Off-Site Improvement Plans (PSOMAS)	-	-	\$15,000	-	\$15,000
Low Impact Development Design and Report (PSOMAS)	-	-	\$6,000	-	\$6,000
Structural Plans & Details (PSOMAS)	-	-	\$4,000		\$4,000
Stormwater Pollution Prevention Plan					
1. Separate Independent SWPPP	-	-	\$9,500	-	alternate
2. Amendment to Base Project SWPP	-	-	\$2,500	-	\$2,500
Nurse's Cottage (Bld A) + Garage (Bldg B)					
Architectural Design (ARG)	\$24,450	\$4,600	\$38,100	\$24,200	\$91,350
Hazardous Material Review (Vista Environmental)	\$7,825	-	-	-	\$7,825
Structural Engineering (Structural Focus)	\$10,000	-	\$20,000	\$10,800	\$40,800
MEP /Site Lighting (MEP California)	\$10,900	-	\$25,500	\$5,000	\$41,400
Cost Estimation (Cumming)	\$9,000	-	\$24,000	-	\$33,000
TOTAL by PHASE	\$82,175	\$28,600	\$220,100	\$68,000	\$398,875

We estimate the cost of Reimbursable Costs as identified in Appendix A will not exceed \$20,000 without further authorization from the Client.

MOBILIZATION

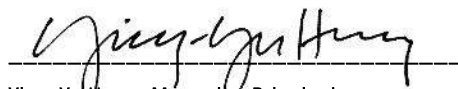
Prior to SWA commencing work, the Client shall pay a Mobilization fee of 10%. The mobilization fee will be pre-payment for the first payment.

We would be pleased to answer questions you may have or to clarify the various points above.

If this proposal meets with your approval, please sign below and return one copy for our files.

Sincerely yours,

SWA Group



Ying-Yu Hung, Managing Principal

Contracting Agent

Landscape Architect, CA License #4374

Landscape architects are licensed by the State of California.

Accepted: City of Glendale

By: _____

Name: _____

Title: _____

Email: _____

Date: _____

YH/GA/rjm

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In order to expedite invoicing, please indicate the following:

Billing Address:

Company Name: _____

Address: _____

Attention: _____

Your reference name/number:

Your Purchase Order or Contract Number reference for invoicing:

APPENDIX A

Appended to and part of Agreement for Professional Services between SWA Group (SWA) and Glendale (the Client), dated July 14, 2022.

FEES FOR PROFESSIONAL SERVICES

Services outlined under the Scope of Services shall be provided for the fixed sum stipulated in the Agreement for Professional Services.

REIMBURSABLE COSTS

The following costs shall be reimbursed at cost plus ten percent (10%) and are not included in the Fee for Professional Services:

- D. **Cost of copies of drawings, specifications, reports and cost estimates; xerography and photographic reproduction of drawings and other documents furnished or prepared in connection with the work of this contract.**
- E. **Cost of commercial carrier and public transportation, lodging, car rental and parking, subsistence and out-of-pocket expenses. Private automobile travel at the IRS-allowable rate at the time of traveling.**
- F. **Cost of postage and shipping expenses other than first class mail.**
- G. **Special renderings, special process printing, special equipment, special printed reports or publications, maps and documents, requested by the Client and approved in writing.**

ADDITIONAL SERVICES

Provided SWA has been paid per this agreement, Additional Services may be provided on a time basis computed by the number of hours spend in connection with the referenced project. The following principal(s) are committed to this project:

Principals	Rate / Hour
Gerdo Aquino	\$352
Ying-yu Hung	\$341

Other principals, if used on this project, have rates ranging from \$200 to \$352 an hour. These rates are applicable for six months from the date of the Agreement for Professional Services, but may be increased subsequently without written notice.

Current staff rates range between \$90 and \$210.

Additional Services are any services not included within the contract scope and include but are not limited to:

- A. **Making planning surveys, feasibility studies, and special analyses of the Client's needs to clarify requirements for project programming.**
- B. **Master planning.**
- C. **Site planning.**
- D. **Preparation of technical sections of specifications in other than Construction Specifications Institute (CSI) format.**

- E. Revisions and changes in drawings, specifications or other documents when such revisions are inconsistent with approvals or instructions previously given by the Client; required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents; or the preparation of alternates or deductive change orders requested by the Client.
- F. Repackaging or modifications to plans due to changes by other consultants following completion of SWA's 100% construction documents.
- G. Plan preparation for and construction observation of portions of a project let on a segregated bid basis or to be phased during construction.
- H. Services with respect to replacement of any work damaged during construction.
- I. Services required as a result of the default or insolvency of contractor.
- J. Preparation of as-built drawings, record drawings or of measured drawings of existing conditions.
- K. Providing prolonged construction observation should the construction time be substantially extended through no fault of SWA.
- L. Providing services if, in Guaranteed Maximum Price (GMP) projects, the construction budget for SWA scope items is reduced through no fault of SWA.
- M. Providing services if, in "fast-track" projects, revisions to design or construction documents are required because of prior construction commitments or changes required in the construction process or phasing outside the control of SWA.
- N. Cost of review as to form of lenders documents, certifications and consents to assignment requested of SWA during the term of this Agreement.
- O. Fees for additional consultants not included in SWA's Basic Services and retained with the approval of the Client.
- P. In-house professional photography or drone photography.
- Q. 3D printing.

STATEMENTS

Fees for Professional Services shall be billed monthly for progress payment based upon percentage of work complete. Reimbursable Costs shall be billed with fee invoices.

ACCOUNTS

Accounts are payable net thirty (30) days from date of invoice at our office in Sausalito, California. A cash discount of 1% of invoice amount may be taken on accounts paid within thirty (30) days of invoice date. A service charge of 1.25% of invoice amount per month (15% annual rate) will be applied to all accounts not paid within sixty (60) days of invoice date.

INSURANCE

At all times during the performance of its services under this Agreement, SWA shall maintain in full force and effect the following insurance, with the coverages and limits specified:

- A. Workers' compensation insurance, including occupational disease, in accordance with the

statutory requirements set forth by the state in which the work is to be performed, and employer's liability insurance covering all of SWA's employees engaged in the performance of this Agreement, in the sum of \$1,000,000.00.

- B. Commercial general liability insurance, including Landscape Architect protective liability and contractual liability insurance, covering death or bodily injury and property damage of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- C. Commercial automobile liability insurance covering SWA for claims arising from hired and non-owned vehicles covering death or bodily injury and property damage with limits of \$1,000,000.00 for any one accident, bodily injury and property damage combined single limit.
- D. Professional liability (errors and omissions) insurance, on a claims-made basis, with limits of \$2,000,000.00 per claim and \$4,000,000.00 in the aggregate.
- E. Certificates of insurance covering any or all of the above insurance required to be maintained by SWA shall be provided to the Client upon written request.
- F. Should the Client request in writing that modifications be made to the stated policy limits or deductibles, SWA shall use its best efforts to have its insurers accommodate such modifications. All charges and additional premiums levied by insurers for such modifications shall be paid by the Client in advance.
- G. Upon written request by the Client, SWA shall use its best efforts to have the Client named as an additional insured on the Commercial general liability and Commercial automobile liability policies described above, subject to acceptance by the insurer.

INDEMNIFICATION

- A. To the extent of available coverage under the insurance coverage as provided in this Agreement, SWA shall indemnify and save harmless (but not defend) the Client against any and all loss, liability and damages arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property to the extent caused by the negligent errors or omissions or willful misconduct of SWA, its subcontractors, agents or employees.
- B. The Client shall indemnify and save harmless SWA from and against any and all loss, liability and damage arising out of any claim, suit or legal proceeding to recover damages for wrongful death, bodily injury, illness or disease, or injury to, or destruction of property, to the extent caused by or attributable to:

The negligent errors or omissions or willful misconduct of the Client, its contractors, subcontractors, agents or employees.

Any hazardous substance, condition, element or material, or any combination of the foregoing, produced by the Client; or emitted intentionally or unintentionally from the property on which the project is located or from the facilities to be designed; or specifically required by the Client to be used or incorporated by SWA into the work to be performed by

SWA. SWA shall not be under any duty or obligation to investigate for the existence of such conditions, and shall not be responsible for any failure to discover such conditions.

Failure of the Client to provide information or services required to be provided by the Client under the terms of this Agreement or from any inaccuracy, error or omission in such information or services.

Any claim asserted by an individual Home Owner or a Homeowners' Association formed for or associated with this project or any portion of this project, except to the extent caused by the negligence of SWA, its subcontractors, agents or employees. The Client's obligation to indemnify SWA under this clause shall include (without limitation) reimbursement to SWA for all reasonable costs incurred in the defense of such claims, including attorneys' fees incurred in connection with any appeal of a legal action, and all reasonable settlement costs, unless SWA is found to be negligent with respect to such claim under the dispute resolution procedures agreed to in this Agreement, upon which finding the Client shall have no duty to reimburse SWA for any such damages or costs which are attributable to SWA's negligence.

STANDARD OF CARE

The standard of care applicable to this Agreement shall be that level of care and skill ordinarily practiced by professionals practicing in the same discipline, location, and at the same time as the services provided by SWA.

LIMITATION OF LIABILITY

The Client agrees, to the fullest extent permitted by law, to limit the liability of the SWA and SWA's officers, directors, partners, employees, shareholders, owners and subconsultants (the SWA Parties) for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the SWA Parties shall not exceed \$50,000.00, or one half (½) of the Architect's total stipulated fee for the services rendered under this Agreement, whichever amount may be greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- A. **SWA is agreeing to provide services on this project due to Client's assurance that the project shall be residential rental units under the ownership and control of a single, integrated ownership and shall not now or in the future be changed to any other use or purpose including but not limited to a condominium or any other type of subdivision of ownership into individual units for sale. In the event that the project is so changed or converted, the following provisions will apply:**

SWA shall have no responsibility for the project and each and every right, license and/or ownership interest of the Owner in the documents or other work product prepared by or on behalf of SWA (the Documents) shall be void. To the maximum extent permitted by law, the Owner shall indemnify, defend, and hold harmless SWA, its agents, employees and subconsultants from and against any and all liability including but not limited to all attorneys' fees and other costs of defense, arising out of or alleged to arise out of or the project or from conditions pre-existing at said project including the concurrent negligence of SWA, its agents, employees and subconsultants, excepting only such claims or losses determined by a court or other forum of competent jurisdiction to arise out of the sole

negligence or willful misconduct of the party seeking indemnification hereunder. These provisions shall survive termination of this Agreement.

CONFIDENTIALITY

SWA will take reasonable precautions to protect and maintain the confidentiality of any information supplied by the Client during the course of this Agreement which is identified in writing by the Client as being confidential information, except to the extent that disclosure of such information to third parties is necessary in the performance of SWA's services. This clause shall not apply to any information which is in the public domain, or which was acquired by SWA prior to the execution of this Agreement, or obtained from third parties under no obligation to the Client.

RIGHT TO SUSPEND SERVICES

SWA shall have the right to suspend services on this project if (a) the parties have not executed a written contract for SWA's services and unpaid invoices have been rendered with an aggregate balance exceeding \$5,000.00; or (b) unpaid project invoices over ninety (90) days old exceed \$5,000.00 in the aggregate.

AUTHORIZATION TO PROCEED

If SWA is authorized to commence and/or continue providing its services on the project, either verbally or in writing, prior to the full execution of a written contract, such authorization shall be deemed an acceptance of this proposal, and all such services shall be provided and compensated for in accordance with the terms and conditions contained herein as though this proposal were fully executed by the Client.

OWNERSHIP OF DOCUMENTS

Original drawings and other documents, as instruments of professional service, are the property of SWA. None of them is to be used on other projects except by written agreement of SWA. One reproducible set of final documents will be furnished to the Client upon request. The Client has license to use/reproduce for purposes of this project provided payments are made to SWA when due.

ESTIMATES OF PROBABLE COST

As SWA has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the SWA's experience and judgment as a design professional; but SWA cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

DOCUMENTS FURNISHED IN ELECTRONIC MEDIA

Drawings and data provided to SWA in digital format must be in a form acceptable to SWA. Drawing files shall be in AutoCAD dwg format version 2004 or higher, or an SWA-approved alternative. All files must be created with a legal license. As restricted by copyright law, SWA cannot accept any dwg or other file generated under an educational AutoCAD software license.

Instruments of professional service provided by SWA in electronic media form, once released by SWA, may be subject to inaccuracies, anomalies and errors due to electronic translation, formatting or interpretation. SWA is not responsible for errors and omissions because of these conditions, nor for those resulting from conversion, modification, misinterpretation, misuse or reuse by others after electronic media is released by SWA.

CURRENCY

All payments to SWA will be made in lawful United States currency, free and clear of any taxes, liens or deductions of any type. The Client will reimburse SWA if any such assessments occur.

CREDITS/ACKNOWLEDGMENTS

SWA shall be given proper credit and acknowledgments for all services rendered including, but not limited to, planning, design and implementation. Proper credit shall be defined as being named by the Client (or their agent/client) in project identification boards, published articles, promotional brochures, social media and similar communications.

FORCE MAJEURE

SWA shall not be responsible for any delay in the performance or progress of the work, or liable for any costs or damages sustained by the Client resulting from such delay, caused by any act or neglect of the Client or the Client's representatives, or by any third person acting as the agent, servant or employee of the Client, or by changes ordered in the work, or as a result of compliance with any order or request of any federal, state or municipal government authority or any person purporting to act therefore, or by acts of declared or undeclared war or by public disorder, riot or civil commotion, or by any other cause beyond the reasonable control and without the fault or negligence of SWA. In the event of any such delay, SWA shall proceed with due diligence to alleviate such delay and continue the performance of all obligations under this Agreement. The time during which SWA is delayed in the performance of the work, shall be added to the time for completion of its services to the extent such time is specified in this Agreement. All additional costs or damages resulting from any delay in the performance or progress of the work caused by any act or neglect of the Client, its agents or representatives, shall be borne entirely by the Client.

LAW

This Agreement shall be interpreted and enforced according to the laws of the State of California.

VALIDITY

Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of the Agreement are declared to be severable.

DISPUTE RESOLUTION

Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to arbitration pursuant to the JAMS Arbitration Rules then in effect. Arbitration through JAMS shall be the sole and exclusive venue for any dispute and the Client waives any right to challenge such jurisdiction. The Prevailing Party—defined as the party ultimately more successful relative to the final offer or demand—shall be entitled to recover its reasonable attorneys' fees and costs. All disputes shall be governed by the law of the jurisdiction where the project is located.

SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and assigns and upon SWA, its successors and assigns. Neither party shall assign nor transfer its interest in this Agreement or any part thereof without the written consent of the other party.

TERMINATION AND WORK STOPPAGE

It is understood that these services may be terminated upon ten (10) days' written notice for good reason by either party. In this event, SWA shall be compensated for all work performed prior to date of termination at the rates set forth above. Additionally, in the event that the Client stops the project for longer than thirty (30) days, SWA will be compensated for all work which has been performed by SWA prior to the date of work stoppage and payment shall be paid by the Client for such work to SWA within thirty (30) days of SWA's invoice to the Client for those services rendered.

If the Project is suspended or not active for more than nine (9) months, SWA may, at its discretion, re-negotiate with the Client its compensation hereunder.

REVOCATION

This proposal shall be considered revoked if acceptance is not received within ninety (90) days of the date hereof. If SWA does not receive a signed copy within this period, SWA reserves the right to revise the fees.

ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations, by any party which are not embodied herein and that no other agreement, statement or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties.

END

EXHIBIT A: Scope of Work Diagram

Expanded Scope Area
(~15,000 SF)

Garage: ARG to confirm
partial demo feasibility
and historic significance.

Additional Scope Building

- Nurse's Cottage (Bldg A 1928) outfit for future Community Service Bldg. (Meeting rooms, kitchen, storage, office space)
- Garage (Bldg B 1928 & 1931)
 - Tier 1: Protect in Place
 - Tier 2: Demo back Addition. Rehab front for storage
 - Tier 3: Demo completely (if not historically significant)

Site

- New driveway and vehicular access gate/fence
- New Parking Lot to service Museum building
- Pedestrian connections from parking and public sidewalk to Museum Bldg and Nurse's Cottage.
- New Planting and Irrigation
- Necessary grading, accessibility and stormwater work.

Design Phases for Fee Breakdown:

1. Planning/Feasibility Study - (1 month)

- Assume 2 site visits and 3 virtual mtgs.
 - Review of Historical Documents
 - "Master Plan" package for Council approval of added scope area.
- (ARG, SWA)

2. Building/Site Assessment & Concept Design (SWA, ARG, MEPCAL, Structural Focus)

3. Design Documentation for Construction (SWA, ARG, MEPCAL, Structural Focus, PSOMAS)

4. CO/CA services (SWA, ARG, MEPCAL, Structural Focus, PSOMAS)

Additional Surveying

- Site Survey (PSOMAS)
- Building Scanning (PSOMAS) - Only to level necessary for design documentation.
- Hazardous Material Assessment (Bldg A & B) - (Vista)

Proposed Scope

- Site Improvements
- Off-Site Improvements: Parking & Access
- Museum
- Existing Buildings to Protect in Place
 - No Assessment / Improvements

Topographic
Survey Area

Vehicular
Connection/Access

Nurse's Cottage:
Future Community Bldg.

New Parking lot

Pedestrian
Connections

N

Honolulu Ave

Pleasure Way



May 16, 2024

Via E-mail: rmckay@swagroup.com

Ryan McKay
SWA GROUP
811 W. 7th Street, 8th Floor
Los Angeles, CA 90017
213-236-9090

Subject: Additional Services Request 1: Additional Survey Services
Rockhaven Sanitarium Historic District Improvements
Per Psomas Job Number 1SWA021500

Dear Ryan,

Psomas is requesting an additional budget for additional survey services for Design Survey A, Alternate Design Survey B, Utility Survey A, Utility Survey B, and Architectural Interior/Exterior 3d Scan, all as depicted on attached Exhibit "A". Design Surveys A and B will conform to the Scope of Surveying Services attached hereto as Exhibits "1", Utility Surveys A and B will conform to the Scope of Surveying Services attached hereto as Exhibit "2", and Architectural 3d scan will conform to the Scope of Surveying Services attached as Exhibit "3".

The fixed fees are as follows: **Design Survey A = \$8,500; ~~Design Survey B = \$10,500~~; Utility Survey A = \$4,000; ~~Utility Survey B = \$6,500~~; and Architectural Interior/Exterior 3d Scan = \$10,500** and can be accomplished within four to six weeks of authorization. Charges will be billed per the provisions of our earlier contract. As a result of state law (California Business and Professions Code Section 8759(a)), we are required to have a contract signed and returned to us before we can begin to provide consulting services.

We look forward to our continued relationship with you and invite any inquiries you may have regarding our proposed services. Please contact me at (213) 223-1566 if you have any comments or questions.

Sincerely,

P S O M A S



Daniel Rahe, PLS
Vice President

DR:rd

AUTHORIZATION TO PROCEED

By: _____

Title: _____

Date: _____

865 S. Figueroa Street
Suite 3200
Los Angeles, CA
90017

P: 213.223.1400
F: 213.223.1444

EXHIBIT “1” ROCKHAVEN SANITARIUM HISTORIC DISTRICT IMPROVEMENTS

The Consultant agrees to prepare a Design Survey for the project. Specific items of service are as follows:

1. Prepare a SURVEY MAP situated on NAD83 state plane coordinate system at a scale of 1" = 10' over the site shown on attached Exhibit “A” delivered in both hardcopy (scaled PDF plot) and AutoCAD format. Survey to be performed in field by GPS and conventional total-station methods.
2. BOUNDARY and/or RIGHT OF WAY lines established from field surveyed information (nearest adjacent public right of way and centerline will be depicted to the extent feasible should a title report not be provided to the surveyor).
3. Delineation of plottable EASEMENTS from a Client-supplied title report.
4. HORIZONTAL LOCATION, size and description of buildings, driveways, walks, curbs, walls, fences, gates, signs, poles, trees over 6" in diameter (DBH), and other permanent surface visible features.
5. TOPOGRAPHY situated on presiding municipal datum as established by city benchmarks at a 1-foot contour interval, and spot elevations on a grid pattern in level areas.
6. ELEVATIONS on driveways, utility pads, walks, curbs, gutters, and walls, including at back of walk, top of curb, flow line, edge of gutter and centerline every 25' along abutting streets, should said streets fall within the limits as depicted on attached Exhibit “A”.
7. UTILITIES in adjoining streets from available substructure maps joined, where possible, with visible signs of utilities located by the field crew. Paintmarks provided under the terms of this proposal, if any, will be mapped in conjunction with this effort and depicted in Survey Map, together with Field-measured invert elevations on sanitary sewer and storm drain manholes. Cleanouts will not be opened without assistance from client due to potential for damage and lack of access to lateral invert. It should be noted that irrigation lines are most often not detectable from surface, and that sprinkler heads, control boxes, and control valves will be the only evidence available at the surface.
8. SQUARE FOOT AREA within boundary lines if a title report is provided by the client.
9. PARKING SPACE count [and delineation of surface parking stalls only].

555 South Flower Street
Suite 4300
Los Angeles, CA 90071-2416

Tel 213.223.1400
Fax 213.223.1444
www.psomas.com

EXHIBIT “2”**SUBTERRANEAN UTILITY DETECTION (SUE)**

Substructure utility detecting and mapping is a branch of the engineering practice that involves managing certain risks associated with utility mapping at appropriate Quality Levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to concerned parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design. Substructure utility detecting and mapping utilizes professionals with the education, training and knowledge of underground utility systems and civil and survey technologies required to verify and reconcile the different methods of utility detecting.

For the purpose of this proposal Psomas has been asked to locate the horizontal and vertical locations, as well as pipe size and pipe material if obtainable, for the underground utilities including: water, gas, power, waste, communications and cable/TV for the area within Utility Surveys 1 and/or 2 as shown in Exhibit “A” attached hereto. For utility detecting we detect most underground utilities by using one or all of the following: a standard electromagnetic utility locator, a ground penetrating radar unit, sonic wave generator and magnetic locator. With this method, we are able to find: main water supply lines and associated branch lines made of metal (conductive) or water lines installed with a “tracer wire”, sewer and waste lines by electromagnetic location, power lines, telecommunication lines, gas lines with tracer wires.

Our technicians will mark the indications directly on the surface of surveyed areas using the American Public Works Association (APWA) Uniform Color Code. All utility locating marks are made in accordance with the Common Ground Alliance (CGA) Best Practices. Once lines have been detected, we will utilize the best option for marking the utility locations.

Psomas’ subsurface utility detection and mapping team utilizes ASCE’s SUE Guideline 38-02 to define utility locations by Quality Levels A-D. ASCE SUE Guideline 38-02 defines four areas of utility mapping consisting of record utility plotting (QL-D), utility field surveys (QL-C), SUE detection (QL-B) and potholing (QL-A). For the tasks listed below ASCE Quality Level B, SUE Detection will be performed.

DISCLAIMERS

- Detection of all utilities cannot be guaranteed due to the many variables such as materials, depth, signal interference, lack of record information and environmental factors to name a few.
- The horizontal positions of utilities depicted on the designation deliverable and in the field are considered approximate. To achieve precise horizontal and vertical locations, Quality Level “A” Test Holes must be performed.

- Nonmetallic utilities such as PVC, Asbestos Cement, Terracotta, and Plastic pipes are nonconductive and cannot be traced with electromagnetic instrumentation. Ground Penetrating Radar (GPR) will be used in an attempt to identify nonmetallic utilities. GPR results can be affected by various factors such as pipe size, depth, and most importantly environmental factors such as soil conditions, rebar, and subsurface ground water.
- Use of this service does not relieve others of their responsibility to notify 811 Dig Alert prior to any excavation.
- Being that some of the work is to be performed within a parking lot, we recommend that we perform this work when cars are not parked in these areas or that the area be blocked from parked cars. If the cars cannot be prevented from parking within the parking lot, then the utility detection maybe be inconsistent and lack continuity.

Proposed Scope of Utility Detection Services

Substructure Utility Detecting:

- Utilize standard Substructure Utility Engineering (SUE) detection equipment to locate detectable utilities within Utility Surveys 1 and/or 2 and shown on the attached Exhibit "A".
- For the purposes of this proposal 2-4 8-hour day(s) were assumed. If an additional day(s) of field time are required due to delays the project team will be notified and a change order with the budgetary and schedule impact will be submitted.
- Paint marks, pins, lathe with flagging and/or feathers will be set for the survey field crew to locate once utility locating has been performed.

Exceptions/Assumptions:

- All lines designated by the client for need of locating must have clear unobstructed access points.
- No traffic control will be required or provided.

Access provided by others.

EXHIBIT “3” ROCKHAVEN SANITARIUM HISTORIC DISTRICT IMPROVEMENTS

The Consultant agrees to provide Scanning Services for the project. Specific items of service are as follows:

SCOPE OF WORK

Scan to BIM Revit Model:

Psomas will generate a LOD 300 Architectural, 3D Revit Model (Version 2021, format .rvt) to the specifications outlined below.

METHODOLOGY

Psomas is proposing to use Mobile LiDAR (Light Detection and Ranging) scanning technology to capture existing conditions of the project site and interior building structure. Targets will be used throughout the project area to register scans. These targets will be conventionally surveyed to create a highly accurate registration.

Point clouds will have a maximum of 5 cm (about 1.97 in) point to point spacing at 20 feet from scanner location. Point clouds will be cleaned of any significant noise points and translated into RCS & RCP to use within Autodesk 2018 and newer products (Revit, AutoCAD, Navisworks).

QA/QC checks will be performed throughout the production workflow to monitor and maintain accuracy requirements and a final check prior to final delivery.

It is assumed all project areas will be accessible. Client is responsible for providing access to the facilities, notifications, negotiations with tenants and scheduling the fieldwork.

SURVEY CONTROL

Survey control network will be previously established by conventional survey methods and will be based upon project control parameters as set forth in the contract documents. Targeted control stations will be evenly spaced horizontally throughout each building to ensure overall verification and accuracy of the scanning operations. Horizontal control is based on The North American Datum of 1983 (NAD83) Zone, Vertical control is based on the National Geodetic Vertical Datum of 1929 (NGVD29).

3D MODELING

The model will be created from the registered point-cloud data generated via 3D Laser Scanning mentioned above. The model will have an accuracy level consistent with LOD 300 standards. Psomas will include the following elements, any elements not listed are excluded:

Architectural	
Interior and Exterior Walls	Finished Floor Surface
Ceilings	Doors & Windows
Visible Columns and Beams	Stairs/Stairwells and Ramps
Railings	Large Pipes

EXHIBIT "3" cont'd**FINAL DELIVERABLES**

- Registered scan data in .E57 format
- One 3D Revit Model (.rvt format, Version 2021)

REMARKS AND ASSUMPTIONS

1. Level of Development: Refer to BIMForum Standard
LOD 300: The model will be represented as a generic system, object, or assembly with approximate quantities, size, shape, location, and orientation. Non-graphic information may also be attached to the model element.
2. All floors will be modeled at a constant elevation across the floor level.
3. Revit Version to be determined by client, otherwise Psomas will assume 2021 Version.
4. Elements not visible in the point cloud will not be considered.
5. All modeling will be based on Point Cloud only. No design drawing information will be added to the model (unless otherwise noted).
6. Standard families from Revit libraries will be used, Psomas will create new content as necessary, but Content Creation such as doors, windows, furniture, etc. is not included in this proposal and will be charged as a separate fee package.
7. Psomas will use their own project datum in the case the client does not provide one.
8. Psomas will use their own template in case the client does not provide one.
9. Psomas will not develop any calculations according to code as to life safety, egress plan, etc.
10. Psomas will not make any design decisions regarding layout or sizes.

EXCLUSIONS

Any other items beyond those explicitly stated in the Scope of Work section, such as:

1. Additional levels, area or square footage not identified in the Scope of Work.
2. Exclusion on BIM Modeling:
 - a. All MEP and above ceiling content
 - b. Interior design/finishes/millwork/casework
 - c. Misc. Steel (plates, bolts, rebars, etc.)
 - d. Power Outlets, and switches, hangers, valves, flanges, or insulation
 - e. Fire alarm system, flex pipes or sprinklers
 - f. Equipment other than those mentioned above.
 - g. All elements under 2" in diameter
3. System Classification (MEP-FP).
4. FFL Reporting and Modeling.
5. Renderings, visualization and 2D drawings sheet creation and settings.
6. Psomas will not develop any construction details.

EXHIBIT B

3D LIDAR SURVEY

Legend

- DESIGN AND UTIL SURVEY "A"
- DESIGN AND UTIL SURVEY "B"
- SCAN AREA

AREA NOT INCLUDED
IN SCOPE OF SERVICE

AREA NOT INCLUDED
IN SCOPE OF SERVICE

Google Earth

200 ft

EXHIBIT C

PSOMAS

Balancing the Natural and Built Environment

July 30, 2024

Mr. Ryan McKay
SWA GROUP
811 W. 7th Street, 8th Floor
Los Angeles, CA 90107

**Subject: Proposal for Additional Professional Services
Rockhaven Historic District – Expanded Scope Area
Psomas Project 1SWA021501 R1
Glendale, California**

Dear Ryan:

Psomas is very pleased to submit this proposal to provide additional professional services for the subject project. Based on the information provided to us we have developed the attached Scope of Services and associated fee to meet the project requirements, as we understand them, as described in Exhibit “A” and Schedule “A”, respectively (attached).

We look forward to working with you on this project.

Sincerely,
PSOMAS



Ryan Lynch, PE, ENV SP, LEED AP
Senior Project Manager | Associate

Enclosures

cc: Cecilia Mokler, Vice President (Psomas)

865 South Figueroa Street
Suite 3200
Los Angeles, CA 90017

Tel 213.223.1400
www.Psomas.com

**EXHIBIT “A”
SCOPE OF SERVICES
ROCKHAVEN HISTORIC DISTRICT – EXPANDED SCOPE AREA
PSOMAS PROJECT 1SWA021501 R1
JULY 30, 2024**

PROJECT DESCRIPTION

The City of Glendale owns and operates the Rockhaven Historic District site. The site is bounded by Honolulu Avenue, Pleasure Way, and Hermosa Avenue and contains approximately 3.8 acres. SWA Group (“SWA”) has been selected by the City to provide landscape architectural services as the lead design professional for the project. Psomas is providing civil engineering and survey services on the base project (consisting of the eastern portion of the Rockhaven property) under a separate authorization with SWA (agreement dated July 5, 2024). The base project consists of a museum and site improvements. Site improvements are intended to restore historic gardens and courtyards, provide accessibility compliant pedestrian circulation (including new walkways, ramps, and stairs), and provide limited parking improvements on the surrounding roadways.

The City wishes to expand the scope into an additional 15,000 square foot site area west of the museum, consisting of Buildings A and B and the immediate surrounding site.

SWA has requested this proposal from Psomas to provide professional civil engineering design and construction support services in support of the proposed project. This proposal is based on a Scope of Work document prepared by SWA, attached as Exhibit “A-1”.

In general, the scope of services for the project includes:

1. Construction Documents. To be submitted at the 30%, 60%, and 90% completion levels. The 90% drawings shall be submitted to the City of Glendale for permitting. Plan check responses shall be submitted to the City and 100% drawings will be issued for construction.
2. Bid Support. Limited to review of bids received by the City.
3. Construction Administration. Review of RFIs and submittals, construction site visits, and closeout services.

The plans prepared for this project shall be separate from the base permit contract documents and will have a separate permitting process through the City.

The initial Planning/Feasibility Phase and Concept Design Phase will be performed by SWA without a need for civil engineering services from Psomas.

Psomas agrees to furnish and perform the following professional services pertinent to the project specifically outlined as follows:

**EXHIBIT “A”
SCOPE OF SERVICES
ROCKHAVEN HISTORIC DISTRICT – EXPANDED SCOPE AREA
PSOMAS PROJECT 1SWA021501 R1
JULY 30, 2024**

SCOPE OF SERVICES

BASIC SERVICES

Task 1. Construction Documents and Permitting

Construction Documents will be provided for the City-approved layout developed with the Conceptual Design Phase. The Construction Documents shall describe the quality, configuration, size, and relationships of site components to be incorporated into the project. Work elements include:

<u>Plan Deliverables</u>	<u>Remarks</u>
• Existing Conditions Plan	Site survey showing existing improvements (prepared by Psomas under separate authorization with SWA)
• Site Demolition Plan	Demolition plan indicating site improvements to be removed or protected in place
• Horizontal Control Plan	Locate new site improvements, with dimensions and detail callouts within project limits
• Precise Grading and Drainage Plan	
• Civil Site Utility Plan	Storm drain only
• Erosion Control Plan	See Task 5
• Structural Design	Retaining walls less than six feet; footing and reinforcement details for stairs, light poles, guardrails, and handrails
• Civil Construction Details	

- Provisions shall be made to protect in place or reconstruct the surface indications of existing utilities as required.
- Review the 30% project site plan prepared by SWA. Provide technical recommendations and collaboration on the site plan.
- Review a geotechnical report provided by the City.
- Attend one site visit to walk the site with the design team and City. Review the proposed site improvements.
- Prepare a discipline-specific update to the Basis of Design narrative at 30% completion.
- Attend no more than three (3) virtual video meetings with the Architect and project design team review and coordinate design. This assumes weekly meetings to provide adequate coordination due to the short duration of the design phase.
- Prepare technical specifications in CSI format. Where possible, City of Glendale standard plans and SPPWC standard drawings shall be used.
- Submit drawings and technical specifications for review at 30%, 60%, and 90% completion.
- SWA shall submit the 90% drawings to the City for permit review.
 - Psomas shall address discipline-specific comments and assist SWA in resubmittal to the City. All related fees shall be paid by the City. Two rounds of City plan check are

**EXHIBIT “A”
SCOPE OF SERVICES
ROCKHAVEN HISTORIC DISTRICT – EXPANDED SCOPE AREA
PSOMAS PROJECT 1SWA021501 R1
JULY 30, 2024**

assumed. Further rounds of plan review will require additional design fees if comments received are new.

- Psomas shall address discipline-specific comments and submit drawings to SWA as 100% Construction Documents.
- 100% Construction Documents and technical specifications are intended to be for the bid process. Revisions at the 100% Construction Documents phase can be provided as an additional service.

The expected duration of this task is six months.

Task 2. Bid Support

Psomas shall provide a discipline-specific review of bids received by the City and attend one virtual video meeting to discuss the findings.

Bid Addenda are excluded from this proposal and can be provided for an additional fee.

The expected duration of this task is one month.

Task 3. Construction Administration Services

Construction is anticipated to have a 10-month duration. Construction Administration services include:

- Attend one (1) pre-construction meeting.
- Respond to discipline specific contractor RFI's, assume a maximum of six (6) RFIs.
- Review discipline-specific contractor submittals and shop drawings, assume a maximum of four (4) submittals.
- Attend no more than two (2) site visits during construction.
- Attend one (1) punch walk and provide punch list comments to SWA.
- Perform on (1) site visit to review completion of punch list items.
- Prepare discipline-specific Record Drawings based on signed and dated redline set provided by contractor indicating any changes or deviations from the contract documents. The scope does not include field verification of this data.
- Provide Record Drawings in PDF and AutoCAD format.

SUPPORTING SERVICES

Task 4. Low Impact Development (LID) Design and Modification of Base Project Report

LID features of the project design shall be reviewed and discussed during the 30% Design Phase. This Task assumes that the Geotechnical Report provided by the Owner will include percolation testing and a recommendation for the feasibility of infiltration as an LID treatment method.

LID scope for the expanded project scope is assumed to expand on the LID treatment used for the base project.

**EXHIBIT “A”
SCOPE OF SERVICES
ROCKHAVEN HISTORIC DISTRICT – EXPANDED SCOPE AREA
PSOMAS PROJECT 1SWA021501 R1
JULY 30, 2024**

During the 30% Design Phase, develop schematic-level Low Impact Development (LID) strategies and meet with the City to get concurrence on the LID treatment used for the project. The LID design shall be further developed for the 60% and 90% Design and shown on the respective design drawings.

Psomas will update the LID Report prepared for the base project in conformance with City’s requirements for MS4 permit compliance. The LID strategies will comply with the most current and applicable ordinances. The design will incorporate required structural and non-structural BMPs. The site will be defined as the limits disturbed by the project. The project will be required to comply with the City’s stormwater permit and the City will be the reviewing agency.

Task 5. Storm Water Pollution Prevention Plan (SWPPP)

Scope of Services shall include preparation and submittal of a Notice of Intent (NOI) and Vicinity Map to the SWRCB. Psomas shall prepare Storm Water Pollution Prevention Plan (SWPPP) in conformance with the State Water Resources Control Board, Order No. 2022-0057-DWQ.

SWPPP Preparation scope of services includes preparation of one (1) NOI and development of one (1) single comprehensive SWPPP for the entire project site. Preparation of separate SWPPP documents or a phased SWPPP for the two phases is excluded from this scope of work. The SWPPP will be prepared by a qualified SWPPP Developer (QSD).

As a requirement of the SWPPP, and as part of the Construction Documents, Psomas will prepare an Erosion and Sediment Control Plan for the project site addressing Best Management Practices to be implemented during and the construction activities to control sediment or prevent erosion within disturbed areas of a construction site. The plan will be included in the SWPPP report.

Although this project is less than one acre and would not require a SWPPP as a stand alone project, due to the adjacency and timing of the base project, Psomas assumes that a SWPPP will be required. Psomas will provide a separate SWPPP for the expanded project area, or, at the City’s direction, modify the SWPPP for the base project. Modification of the base project SWPPP is only feasible if the same general contractor constructs both projects.

Task 6. Offsite Improvements

Psomas shall develop Street Improvement Plans as a permit set separate from the on-site Construction Documents described above. Plans shall conform with the City of Glendale standards. Plans shall be prepared at the 90% Design phase. Right-of-way improvements shall be determined during the 30% Design phase and are expected to include:

Street Improvement Plans

- Reconstruction of two existing driveway approaches on Hermosa Avenue
- Sidewalk replacement in support of the driveway approaches and site access from Hermosa Avenue

**EXHIBIT “A”
SCOPE OF SERVICES
ROCKHAVEN HISTORIC DISTRICT – EXPANDED SCOPE AREA
PSOMAS PROJECT 1SWA021501 R1
JULY 30, 2024**

Permitting for Offsite Improvement Plans

Submit the 90% Design to the City of Glendale for Public Works permitting. Respond to discipline-specific comments and submit 100% documents to the City for approval. The scope assumes two rounds of plan check comments for Construction Documents. Outside consultant plan check review is not assumed and may result in additional fee. Further rounds of plan review will require additional design fees if comments received are new.

Task 7. Structural Plans & Details

Psomas shall provide structural plans and details for site elements. The following structural elements are assumed for this proposal:

- One parking lot light footing design

EXCLUSIONS

- Site layout / site plan
- Utility design not described herein, specifically sanitary sewer, domestic water, and fire water improvements
- Natural gas, chilled water, hot water, electrical, and telecommunications utility design
- Hydrology and hydraulic calculations or studies
- 3-Dimensional BIM modeling
- REVIT modeling
- Survey services
- Utility locating, potholing, or mapping
- Structural engineering beyond that stated herein
- Fence or gate design
- Geotechnical studies, reports, or design of paving structural cross-sections
- Hazardous Materials Studies or Reports
- Parking/traffic studies
- Traffic engineering
- Traffic Control plans
- Design of upgrades for facilities outside of the project site
- Fire Department coordination
- Legal descriptions, government fees, permits and assessments
- Methane gas protection measures and coordination
- Plan check fees
- Construction staking
- Quantity take-offs
- Assembly, advertisement, and distribution of bid package
- Value Engineering
- Public hearing attendance
- Arborist studies or consulting
- Landscape and Irrigation design
- Cost estimating
- Services not specified herein

**EXHIBIT “A”
SCOPE OF SERVICES
ROCKHAVEN HISTORIC DISTRICT – EXPANDED SCOPE AREA
PSOMAS PROJECT 1SWA021501 R1
JULY 30, 2024**

ASSUMPTIONS

- All drawings shall be developed in AutoCAD Civil 3D 2021 and shall be submitted in PDF and AutoCAD format. Architect will develop the proposed site base files in AutoCAD format.
- Upgrades to offsite utility infrastructure will not be required.
- It is assumed that the existing utility infrastructure has sufficient capacity for the proposed project. Modeling of existing utility networks will not be required and is specifically excluded. The plumbing demands for the proposed buildings will be provided by Others.
- It is assumed that no new / relocated / upgraded water and sanitary sewer improvements will be required. If it is determined that such improvements are required, a proposal for additional services can be provided.
- Scope of services described herein assumes that design and detailing of retaining wall drains, as applicable, will be part of the civil scope. It is assumed that these drains will connect to an existing on-site storm system or be allowed to discharge to the adjacent street gutter through parkway drains. It is furthermore assumed that upgrades / modifications to the existing storm drain system or new connection(s) to public storm drain system(s) will not be required. If it is determined that any such improvements are required, a proposal for additional services can be provided.
- Psomas shall review the geotechnical report(s) prepared by Others and provided to Psomas. Provide comments to the geotechnical report(s) in the event that the existing geotechnical report is not satisfactory. This proposal assumes a geotechnical report generally includes: new pavement section design, recommendations for existing soil suitability as subgrade material, recommendations for over-excavation of existing subgrade soils, recommendations for allowable soil bearing pressures for structures, and recommendations for bedding conditions for all structures, piping, and appurtenances.
- A topographic survey prepared by Psomas under separate agreement with SWA shall be used as the basis of design. No design surveys or utility mapping services are included.
- Scope of services included herein assumes that the subject project will be bid and constructed under a single contract and does not include services for multiple bid support and construction administration phases.
- Should the project be put on hold by the City or any Authority Having Jurisdiction (AHJ) for a period of six months or longer, adjustments to the contract scope and fee may be required.
- Should to the City’s or any AHJ’s interpretation of applicable codes and/or ordinances change, or should new requirements be enacted during the review process, adjustments to the contract scope and fee may be required.
- Changes in design precipitated by the Architect or the Owner will be addressed for an additional fee. Changes in design due to normal design coordination are anticipated and included in this proposal.
- It will be the Contractor’s responsibility to coordinate with the City on traffic flow and other operational specifics of implementation.

**SCHEDULE “A”
FEE SCHEDULE
ROCKHAVEN HISTORIC DISTRICT – EXPANDED SCOPE AREA
PSOMAS PROJECT 1SWA021501 R1
JULY 30, 2024**

Client agrees to pay Consultant as *fixed fee* (unless noted otherwise) compensation for the professional services described in *Exhibit “A”* in accordance with the following schedule:

FEE SCHEDULE

<u>DESCRIPTION</u>	<u>BUDGET</u>
BASIC SERVICES	
Task 1. Construction Documents and Permitting (fixed fee)	\$44,000
Task 2. Bid Support (fixed fee)	\$ 3,500
Task 3. Construction Administration Services (fixed fee)	\$ 9,500
Basic Services Total	\$57,000
Reimbursables * (T&M NTE)	\$500
SUPPORTING SERVICES	
Task 4. Low Impact Development Design and Modification of Base Project Report (fixed fee)	\$ 6,000
Task 5. Stormwater Pollution Prevention Plan (fixed fee)	
A. Separate Independent SWPPP	\$ 9,500
B. Amendment to Base Project SWPPP	\$ 2,500
Task 6. Offsite Improvements (fixed fee)	\$15,000
Task 7. Structural Plans and Details (fixed fee)	\$ 4,000

The above-mentioned fee is based on our new *Fee Schedule* effective through December 31, 2024. Increases in the *Fee Schedule* will be applied as a percentage increase to all remaining compensation.

Services will be performed in accordance with the provisions of the agreement of which *Exhibit “A”* and *Schedule “A”* shall become a part.

* This item of service will be done on a *Time and Materials* basis. If additional budget is determined necessary to complete the project, Client’s written authorization will be obtained prior to exceeding the budgeted fees. Costs other than time charges are based on usage. Therefore, the costs of blueprints, messenger services, transportation and other specific job-related costs will be charged in accordance with our current fee schedule.

EXHIBIT D



Architectural
Resources Group

360 E. 2nd Street, Suite 225
Los Angeles, California 90012

ARGcreate.com

May 9th, 2024 (revised May 16, 2024)

Ryan McKay, Associate
SWA Landscape Group
811 W. 7th St., 8th Floor
Los Angeles, California, 90017
Via E-mail: rmckay@swagroup.com

RE: Proposal – Rockhaven Sanitarium Nurse’s Cottage & Garage Improvements

Dear Ryan,

Architectural Resources Group (ARG) is pleased to submit this proposal for design services for rehabilitation of the Nurse’s Cottage and Garage. The Nurse’s Cottage, also known as Building A, is one of fifteen structures within the Rockhaven Sanitarium Historic District, a 3.4 acre property located at 2713 Honolulu Ave, Montrose, CA. The sanitarium opened in 1923 by psychiatric nurse Agnes Richards as a private mental health institution for women. It was designed in the Cottage Plan style of asylum architecture, which includes numerous individual buildings surrounded by landscaped gardens in order to provide a serene residential environment. The property includes fifteen buildings (five relocated from elsewhere and others constructed on site between 1920-1972). The Craftsman and Spanish Colonial Revival style buildings included patios and courtyards for the residents. Rockhaven is one of the best examples of early twentieth-century private sanitariums in California, and significant for being woman-owned and serving only women. The property was added to the National Register of Historic Places in 2016.

ARG has been working with your team to rehabilitate the Pines Cottage (Building C) as part of the Rockhaven Historic District Improvements and Museum project. We understand the Nurse’s Cottage and Garage Rehabilitation will be tied to that project, but proceed as a distinctly separate effort on a different schedule. We’re delighted to continue our involvement with the City of Glendale and the Rockhaven community.

This proposal is based on a scope of work plan markup provided by SWA as well as a virtual call on May 3, 2024. The following pages describe our understanding and approach to the project. We welcome any comments you might have and are happy to revise our proposal to address concerns and scope adjustments that you feel are necessary. ARG’s design and management process is highly collaborative, and we look forward to further conversations with you about the project.

Thank you again for your continued consideration of ARG to work with you on this significant project for the City of Glendale. Should you have any questions about our proposal or the information provided herein, please do not hesitate to contact us.

Sincerely,



Grace Davis, AIA
Associate, Project Manager

Attachments:
Exhibit A: ARG 2024 Billing Rates

cc: John Bechtel, Architecture Studio Director

Rockhaven Sanitarium Nurse's Cottage and Garage Improvements

PROJECT APPROACH

Project Understanding

Located on the Rockhaven Sanitarium site, the project encompasses the rehabilitation of the existing single-story Nurse's Cottage Building (1,050 SF), identified as Building A in the site documentation, for use as a Community Building. The Garage, identified as Building B (550 SF), will be used as a storage space or possibly demolished. We understand that site improvements, including a new parking lot, are to be included in this project but will be designed and documented by SWA.

The Nurse's Cottage and Garage were both constructed in 1928 as a single-family residence. The cottage acted as the nurse's living quarters serving the sanitarium. The garage has been utilized for storage, and a small shop was constructed at the rear in 1931.

Project Team

We have assembled a highly experienced team of professionals with specific expertise in the areas of this project. All ARG staff for this project are currently involved with the Rockhaven Historic District Improvements and Museum project.

- Katie Horak, Principal-In-Charge
- John Bechtel AIA, Architecture Studio Director
- Grace Davis, AIA, Project Manager
- Sarah Devan, AIA, AIC, Architectural Conservator
- Scott Severson, Senior Designer

ARG will coordinate with SWA and its consultants to assemble the overall documents describing the project.

All of ARG's project staff assigned to the project meet the Secretary of the Interior's Professional Qualification Standards in multiple disciplines, including architecture, historic architecture, conservation, and architectural history.

PROPOSED SCOPE OF SERVICES

Task 1: Planning / Feasibility Study – 1 month

- Review of existing and historical documents related to Buildings A & B
- Two (2) in-person site visits and (3) virtual meetings
- Evaluate feasibility of garage demolition, alteration, and/or rehabilitation
- Develop sketch concept plan with programmed spaces
- Attend one (1) City Council meeting, and present regarding Buildings A and B if required

Deliverables in PDF Format:

- Building rehabilitation narrative
- Sketch concept plan

Task 2: Building/Site Assessment & Concept Design – 2 months

- Conditions assessment of buildings' interior and exterior
- Coordinate with Structural to confirm structural condition of the building
- Prepare a Revit model from the civil-provided point cloud and field measurements
- Coordinate with Civil and MEP to confirm the condition of existing utilities serving the building.
- Coordinate with MEP to confirm the condition of the existing HVAC, Electrical and Plumbing in the building
- Code, Life Safety and Accessibility review of the building
- Develop floor plans, roof, plan, exterior elevations, and interior elevations as required

Deliverables in PDF format:

- Coordination of Consultants' Reports of the Building Evaluation
- Report on Building Exterior Envelope and Interiors conditions
- Prepare Conceptual Floor Plans, Interior Elevations as required to show Core and Shell planned alterations. Prepare Conceptual Exterior Elevations showing preliminary repair locations of exterior plaster, doors windows. Prepare Roof Plan showing preliminary repair locations

Task 2A: Public Meetings – 2 months

- Support SWA with presentation materials, and present regarding Buildings A and B in three meetings if required:
 - Historic Preservation Commission Meeting
 - Planning Commission Meeting
 - Community/Outreach Meeting
- Assume (4) in-person meetings. All other meetings will be by Zoom.

Deliverables in PDF/Powerpoint/JPG format:

- Presentation Graphics

Task 3: Design Documentation for Construction– 4 months

- Develop construction documents including Floor Plans, Exterior and Interior Elevations, Details
- Coordinate consultants' construction documents
- Prepare 30% CD Set
- Review meeting of 30% CD Set
- Prepare 60% CD Set
- Review meeting of 60% CD Set
- Prepare 90% CD Set for submittal to City of Glendale Plan Check
- Review meeting of 90% CD Set
- Prepare 100% CD Set Incorporating Plan Check Corrections
- Assume (6) in-person meetings. All other meetings by Zoom.

Deliverables in PDF format:

- 30% CD Drawings and Specifications Table of Contents
- 60% CD Drawings and Outline Specifications
- 90% CD Drawings and Specifications for submittal to Plan Check
- 100% CD Drawings and Specifications – IFC Set

Task 4: Bid Support and Construction Administration – 5 months

- Answer Bid RFIs, prepare addenda items
- Attend OAC meetings as required (12 meetings total)
- Review and respond to Submittals and RFIs
- Review mock-ups

- Perform Site Observation visits and prepare field reports (5 reports total)
- Prepare punch list and backcheck (2 rounds total)

Project Schedule Summary

- Design Phases – 14 months duration
 - Task 1: Planning / Feasibility Study – 1 month
 - Task 2: Building / Site Assessment & Concept Design – 2 months
 - Task 2A: Public Meetings – 2 months
 - Task 3: Design Documentation for Construction – 4 months
 - Task 4: Bid Support & CA – 5 months

Assumptions

- Site improvements and exterior path of travel to be designed and documented by SWA.
- Site Survey by others
- Building A and B Scanning – to level necessary for design documentation
- Hazardous Material Assessment and abatement by others
- Exploratory demo required for structural investigations will be performed by Owner's contractor.
- Fire alarm, fire detection and fire suppression are excluded from scope
- Permit and agency fees are to be paid by the City.

FEE PROPOSAL

ARG is proposing a **Lump Sum Fee of \$104,700** plus reimbursables to complete the scope of work as described above for the project. This fee will be billed as a percentage of the work completed, on a monthly basis.

Planning / Feasibility Study	\$13,350
Building / Site Assessment & Concept Design	\$24,450
Public Meetings	\$4,600
Design Documentation for Construction	\$38,100
Bid Support & CA	\$24,200
Subtotal ARG Labor	\$104,700
Reimbursable Budget	\$3,000
TOTAL Fees and Reimbursables:	\$107,700



Architectural
Resources Group

STANDARD BILLING RATES

1. Direct personnel expense shall be billed at the following rates, including time for meetings, public meetings, and presentations:

Principal	\$260 to \$330/hour
Senior Project Manager	\$200 to \$250/hour
Project Manager	\$180 to \$210/hour
Senior Architect	\$190 to \$240/hour
Architect 3	\$180 to \$210/hour
Designer 3	\$175 to \$210/hour
Historian/ Planner 3	\$175 to \$210/hour
Conservator 3	\$175 to \$210/hour
Architect 2	\$165 to \$175/hour
Designer 2	\$155 to \$170/hour
Historian/ Planner 2	\$155 to \$170/hour
Conservator 2	\$155 to \$170/hour
Architect 1	\$145 to \$160/hour
Designer 1	\$145 to \$150/hour
Historian/ Planner 1	\$145 to \$150/hour
Conservator 1	\$145 to \$150/hour
Intern	\$100 to \$140/hour
Administrative Personnel	\$100 to \$140/hour

2. Reimbursable Expenses shall be billed at cost plus 15% and shall include the following:
 - a. Reproduction costs such as printing or duplication of drawings, specifications, and written reports.
 - b. Lodging, subsistence, and out-of-pocket expenses for authorized travel in connection with work.
 - c. Travel: (including local) IRS allowable rate plus tolls and parking, or cost of air travel.
 - d. Special teleconference or database access charges.
 - e. Cost of models, special renderings, photography, special process printing, special printed reports or publications and maps.
 - f. Postage and delivery charges.
 - g. Professional consultants retained with client approval.
 - h. Specialized equipment rental (required by the project).
3. Equipment Use Fee of \$250 shall be charged for specialized equipment like the Thermal Imaging Camera, 3D Camera, or Binocular Microscope.
4. Rates shall increase 5% each year until the project is completed.
5. Rates effective January 1, 2024 thru December 31, 2024.



EXHIBIT D.2

May 9, 2024

John Bechtel, AIA
Architecture Studio Director
ARCHITECTURAL RESOURCES GROUP
360 E. 2nd Street, Suite 225
Los Angeles, CA 90012

RE: Rockhaven Sanitarium-Nurses Quarters & Garage, Glendale, California
Comprehensive Hazardous Materials Survey and Report
Proposal #P2241168

Dear Mr. Bechtel:

Vista Environmental Consulting, Inc. (VISTA) is pleased to present this proposal in response to Architectural Resources Groups (ARG) request for proposal. Listed below is our scope of work and fees based on the services requested as part of ARG's project team for the above project referenced above.

VISTA's staff has been involved in the sampling and management of hazardous materials remediation specifically within historic structures for the past thirty years. Historic preservation, repair and refurbishment projects that have been completed by VISTA's staff include:

Wilshire Boulevard Temple

USC – Doheny Memorial Library - 2001 Preservation Award from the Los Angeles Conservancy

Haslett Warehouse – San Francisco - 2004 CELSOC Award for Engineering Excellence

Alameda Naval Air Station - 2005 CELSOC Award for Engineering Excellence

USC – Mudd Hall of Philosophy

USC – Student Union

USC – North and South Sciences Buildings

USC – Annenberg House

USC – 1880 Alumni House – Currently ongoing

OBJECTIVE

The objective of this project, as understood by VISTA is to provide hazardous materials consulting services to ARG consisting of performing a comprehensive hazardous material survey at the Rockhaven Sanitarium, Nurses Quarters & Garage, Glendale, California (Project Site).

The site consists of a single-story potentially historic structure and garage with a total of ~ 2200 square feet within the Rockhaven Sanitarium facility. This work is being performed to identify hazardous building materials for future construction activities at the project site.

SCOPE OF SERVICES

Hazardous Material Consulting Services

A comprehensive hazardous materials survey for asbestos, lead, universal waste material (UWM) and/or other regulated building materials will be performed in adherence with applicable federal, state and local regulations. VISTA will utilize Cal/DOSH asbestos certified, CDPH lead related construction accredited and HAZWOPER-trained personnel as appropriate for the task being performed. Services to be provided shall be as further described, below.

- a. VISTA shall review all available information on the Project Site, including existing documentation, as-built drawings if available, and/or prior surveys. If prior survey data can be validated, VISTA will incorporate the results into the final survey report.
- b. VISTA will visually assess all accessible structural, architectural and mechanical systems and finishes for the presence of hazardous materials and test those suspected of containing hazardous materials at the Project Site.
- c. VISTA will perform an initial walkthrough of the Project Site to identify suspect asbestos-containing materials, and quantify them, to determine the number of samples required to satisfy regulatory requirements.
- d. Following the initial walkthrough, VISTA will perform an asbestos assessment and collect bulk samples of suspect materials for the determination of asbestos content as necessary to satisfy all USEPA, Cal/OSHA and the South Coast AQMD requirements. Samples will be generally taken from discrete areas or at locations that already show signs of damage, when feasible. Samples will be hand delivered to a NVLAP and ELAP accredited laboratory and analyzed by Polarized Light Microscopy on a three (3) day turnaround from the laboratories receipt of the samples.

Materials which are inaccessible or require destructive sampling to be performed in order to access the material will be ASSUMED to contain asbestos.

- e. VISTA will perform a lead in construction screening assessment, which will include testing of representative paints and surface coatings (ceramic tile) for lead content via X-Ray Fluorescence (XRF) or paint chip/bulk samples analyzed by a third party accredited

laboratory. Testing will be limited to lead content only; no other metals analysis will be performed. Quantifications will be made for all representative materials determined to be lead-based.

- f. VISTA will conduct a visual assessment to identify universal waste materials, other potential regulated materials or environmental hazards within or on the Project Site. A material inventory will be generated of common building-related regulated or hazardous materials such as, suspect PCB ballasts, transformers and switchgear; mercury containing electrical switches, fluorescent light tubes, thermostats; refrigerant coolant and similar items. No samples shall be collected of these materials nor will the items be disassembled.
- g. Deliverables include a Hazardous Materials Letter Report. The report will typically include an executive summary, methodologies, summary of hazardous materials identified and estimated quantities, conclusion and recommendations. Reports will have the following information in the appendices, analytical laboratory results, XRF data, sample location maps, representative photo log, certifications and other pertinent field documentation. Reports will be provided via email in electronic format (PDF).
- h. This assessment is limited to the Project Site as described above, excluding destructive sampling of areas behind wall voids, within pipe chassis, interior of mechanical equipment, hardscape, or subsurface improvements (as per the understood scope). VISTA takes no responsibility for hazardous materials found outside the scope of services.

SCHEDULE

We can begin this project upon receipt of your written authorization. Based upon the site information provided and the proposed scope of services, as described above, it is anticipated that the testing will require a two (2) person team, one (1) day to perform the field activities, three (3) working days following the laboratories receipt of the samples to receive the analytical results and up to five (5) working days, following receipt of the laboratory results, to generate the report of findings.








ESTIMATED FEES

The Lump Sum Cost for the Scope of Services as requested and outlined above will be as follows:

Comprehensive Hazardous Materials Survey & Report	\$ 7,825.00
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In the event additional services are requested or the project requires additional effort to complete, another proposal will be forwarded covering these additional task items. For our mutual agreement, the terms and limits of our liability are governed by the contents of this proposal and the attached Terms and Conditions as accepted.

EXCLUSIONS AND LIMITATIONS

-  Overtime, Weekends, Holiday and Night work not included.
-  Access to all areas shall be provided by the Client.
-  Subsurface investigation and sampling is not included.
-  Point Counting or TEM analysis are not included.
-  Sampling of other potential hazardous materials are not included (PCB caulking, heavy metals, waste characterization)
-  Specifications, Observation or Remediation Management are not part of this proposal
-  This proposal is valid for 30 days from the date of proposal to begin the work.

We look forward to working with you on this project. If you should have any questions please feel free to contact me on my mobile @ 213.440.3129 or via email (mike@vista-env.com).

Respectfully submitted,

Vista Environmental Consulting, Inc.



Michael C. Legerski, M.S.I.H.

President

Certified Asbestos Consultant #94-1433

CDPH Lead Related Construction Inspector/Assessor #LRC-6426

Attachments: Terms and Conditions

Proposal Acceptance - Proposal #P2241168

Proposal for Hazardous Materials Consulting Services
Rockhaven Sanitarium – Nurses Quarters & Garage

Print Name: _____

Signature: _____

Date: _____

Purchase Order#: _____

TERMS AND CONDITIONS OF AGREEMENT

1. Vista Environmental Consulting, Inc. (VISTA) services are defined by and limited to (1) those services (the "Services") described in the attached proposal which is incorporated by this reference, and (2) these Terms and Conditions of Agreement ("Terms and Conditions"). Together, the proposal and Terms and Conditions form our Agreement. To the extent there may be any conflicts between these Terms and Conditions and the proposal, the Terms and Conditions shall control. This Agreement represents the parties' entire agreement and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement can only be amended by a written instrument signed by both the Client and Vista Environmental Consulting, Inc. No text message whether through short message service or otherwise, or text of any electronic mail, shall be deemed a writing hereunder or shall otherwise be deemed effective for purposes of modifying this Agreement. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a court or forum of competent jurisdiction, then the remaining provisions shall continue in full force and effect. This Agreement shall be governed by the law of California. The parties hereby submit to the jurisdiction of any California state or United States federal court sitting in Santa Clara County over any action or proceeding arising out of or relating to the Agreement, and the parties hereby agree that all claims in respect of such action or proceeding may be heard and determined in such California state or federal court.
2. **CLIENT RECOGNIZES THAT THE POSSIBLE OR ACTUAL PRESENCE OF HAZARDOUS MATERIALS OR POLLUTION ON OR BENEATH THE SURFACE OF A SITE MAY CREATE RISKS AND LIABILITIES. CLIENT ACKNOWLEDGES THAT VISTA ENVIRONMENTAL CONSULTING, INC. HAS NEITHER CREATED NOR CONTRIBUTED TO ANY SUCH MATERIALS OR POLLUTION. CONSEQUENTLY, CLIENT RECOGNIZES THIS AGREEMENT WILL LIMIT VISTA'S LIABILITY FOR ANY SUCH MATERIALS OR POLLUTION.**
3. **Third-Party Rights:** This Agreement and the obligations hereunder are intended for the sole benefit of Client and VISTA. Unless specifically stated in this Agreement, this Agreement is not intended to and does not confer any rights or benefits to parties other than Client and VISTA.
4. **Client Information and Services:** Client shall provide VISTA with information and reports reasonably necessary for VISTA to provide its Services. Such information and reports may include, but are not limited to, Site information, as-built records, utility maps, and reports prepared by Client's consultants. Any services, information, surveys and reports provided to VISTA by Client or its consultants shall be furnished as expeditiously as is necessary for the orderly progress of VISTA's Services and project schedule at Client's expense and VISTA shall be entitled to rely upon the accuracy and completeness thereof.
5. **Standard of Care:** VISTA shall perform its services in accordance with the professional standard of care and skill ordinarily practiced by professional consultants in like disciplines performing services of a similar nature under similar circumstances at the same time and in the same locale. **IT IS UNDERSTOOD THAT VISTA MAKES NO WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH VISTA'S SERVICES.**
6. **Binding Effect:** This Agreement shall be binding upon Client and VISTA and their respective owners, shareholders, officers, directors, heirs, executors, administrators, successors, agents, and assigns.
7. **Assignment:** Client will not delegate, assign, or transfer any interest in this Agreement or rights arising out of the services hereunder without the written consent of VISTA.
8. **Extent of Study:** Client recognizes that hazardous materials or pollution, subsurface, geologic, and geotechnical conditions are by their nature, uncertain and unpredictable, and therefore, understands and acknowledges that: a) actual conditions at a Site may vary from those encountered at the location where visual observations, borings, test pits, surveys, obtaining of samples or other investigative activities are made (collectively "information"); b) the data, interpretations and recommendations of VISTA are based solely on such Information cited in VISTA's reports and are therefore subject to the limitations of such information; c) there is an inherent risk associated with commonly used investigative methods to collect Information at the Site that contain hazardous materials or pollution; and d) the state of practice, particularly with regard to investigative techniques and remediation methodologies is evolving. In recognition thereof, Client hereby agrees that VISTA shall have no liability and Client shall bring no claim for negligence, breach of contract, indemnity or other cause of action against VISTA for the failure to discover conditions or environmental contamination at the Site which is not identified in the information obtained by VISTA's investigation.
9. **Permit/Approval Applications:** If the scope of services includes VISTA's assistance in applying for governmental permits or approvals, VISTA's assistance shall not constitute a representation, warranty or guarantee that such permits or approvals will be acted upon favorably by any governmental agency or will be issued within any specified time frame.
10. **Sample Ownership:** All samples, cuttings of materials, or any other specimens in any other form containing hazardous materials are at all times the property and responsibility of Client. Removal of samples and specimens from the Site will remain the obligation of Client. After the completion of testing or other investigative processes undertaken in accordance with Paragraph 8 herein, VISTA shall, at Client's risk and expense: a) return such samples and specimens to Client; or b) using a manifest signed by Client as generator, shall have such samples or specimens transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of such samples and specimens. Client recognizes and agrees that VISTA acts as a bailee and at no time assumes title to any such samples or specimens.
11. **Hazardous Materials/Hazardous Waste:** All hazardous materials and other substances from the Site, including but not limited to, materials involved in investigative activities, if any, are the property and responsibility of Client and shall be disposed of by Client. Client shall have sole responsibility for removal and transportation of hazardous materials and other substances from the Site. Client acknowledges and agrees that VISTA is not, and has no responsibility as, a generator, treater, storer, transporter, arranger, or disposer of hazardous or toxic materials, pollutants or contaminants that may be found or identified at the Site; or that may be directly or indirectly generated by the Client or others; or that were on the Site prior to VISTA's services provided hereunder. Client shall sign any and all manifests and shall be responsible for the storage and disposal of hazardous materials and other substances in accordance with applicable laws and regulations. Client shall remain responsible for all federal, state, and local agency reporting requirements relating to any such hazardous or toxic materials, pollutants or contaminants.

except as expressly set forth in the proposal. VISTA shall expend reasonable efforts, at Client's expense, to decontaminate any laboratory and field equipment contaminated in performing this Agreement, which cannot be reasonably decontaminated by VISTA, shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of as required in paragraph 10, above, at Client's sole risk and expense. Client hereby agrees to pay the pre-contamination fair-market value of any such equipment. Client warrants that it has made and will continue to make full and accurate written disclosure to VISTA as to any hazardous or toxic materials, pollutants, or contaminants which Client knows or has reason to believe exist at the Site. Discovery of any hazardous or toxic materials pollutants, or contaminants at the Site which are not described in written Agreement, will constitute a materially different site condition entitling VISTA to: (1) an equitable adjustment in the contract price and/or time for performance; or (2) at VISTA's sole discretion, to immediately terminate its performance of this Agreement. In the event of termination, VISTA shall be paid for all Services provided up to the date of termination and Client shall be solely responsible for any and all required federal, state, or agency reporting, including but not limited to, health and safety plans and required monitoring

12. **Indemnity:** Client agrees that it would be unfair for VISTA to be exposed to liability arising from pollution or contamination at the Site. Therefore, Client agrees to indemnify, defend and hold harmless VISTA, its officers, directors, shareholders, employees, and agents from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses, including, but not limited to, reasonable attorney's fees and all legal expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including, but not limited to, injuries or death, or economic losses, arising out of or alleged to arise out of: (1) actual or threatened pollution or contamination at the Site; or (2) VISTA's performance of services under this Agreement, except where VISTA is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction.

Client shall require any and all contractors providing any work or services at the Site to defend, indemnify, and hold harmless Client and VISTA to the same extent and on the same terms as Client is obligated to indemnify VISTA under the terms of this paragraph 12.

13. **Waiver of Damages:** VISTA SHALL NOT BE LIABLE TO CLIENT FOR CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION.
14. **Limitation of Liability:** The Client hereby agrees that to the fullest extent permitted by law, VISTA's total liability to Client for any or all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Site, VISTA's Services, or this Agreement from any cause or causes including but not limited to VISTA's negligence, errors, omissions, breach of contract or breach of warranty shall not exceed the lesser of fifty thousand dollars (\$50,000.00) or the total compensation received by VISTA under this Agreement. This limitation of liability shall apply to the Client's claims for damages as well as the Client's claims for contribution and indemnity with respect to third party claims.
15. **Underground Structures and/or Utilities:** In those instances where VISTA performs underground exploration or ground

penetration under this Agreement, Client will furnish VISTA information identifying the type and location of utility lines or any other object(s) beneath the Site's surface. VISTA shall be entitled to rely on the accuracy and completeness of all information provided to VISTA from Client, and shall not be liable for any property damage or bodily injury arising from damage to or interference with subsurface structures or utilities, which are not specifically disclosed to VISTA in writing and correctly shown on the plans furnished by Client to VISTA in connection with VISTA's services pursuant to this Agreement. Client agrees to indemnify, defend and hold harmless VISTA, its officers, directors, shareholders, employees, and agents from and against any and all claims, liabilities, suits, demands, losses, damages, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing to or resulting from any and all persons, firms or any other legal entities, on account of any damages or losses to property or persons, including but not limited to, injuries or death, or economic losses, arising out of or alleged to arise out of damage to any underground structure or utility, which is not called to or brought to the attention of VISTA or which is not currently shown on plans furnished to VISTA, except where VISTA is found to be solely liable as between the parties hereto as well as between any other persons, firms or other legal entities for such damages or losses by a court or forum of competent jurisdiction.

Client shall require any and all contractors providing any work or services at the Site to defend, indemnify, and hold harmless Client and VISTA to the same extent and on the same terms as Client is obligated to indemnify VISTA under the terms of this paragraph 15.

16. **Jobsite Safety:** VISTA shall not be responsible for any contractor's means, methods, schedules, sequences, procedures or techniques. VISTA shall not have responsibility for Site safety precautions or programs, all of which remain the responsibility of the contractor.
17. **Billing:** Unless otherwise agreed, VISTA will submit invoices to Client monthly. Client recognizes that timely payment is a material part of this Agreement. Each invoice is due and payable within thirty (30) calendar days of the date of the invoice. Client will pay an additional charge of one and one-half percent (1.5%) per month or the maximum rate allowed by law, whichever is greater, for any payment received by VISTA more than thirty (30) calendar days from the date of the invoice. Where there is a dispute about any portion of VISTA's charges, Client will pay in full when due those charges that are not in dispute. Client may not withhold as an offset any fees or costs, or portion thereof not directly related to the services allegedly justifying the offset. If Client fails to pay any undisputed invoiced amounts within thirty calendar days of the date of the invoice, VISTA may suspend its performance or terminate this Agreement without incurring any liability to Client and without waiving any other claim against Client. Client agrees that all billings from VISTA to Client are appropriate, correct and binding on Client unless Client, within ten (10) days from the date of receipt of such billing, notifies VISTA in writing of alleged inaccuracies, discrepancies, or errors in billing.
18. **Insurance:** During the period that services are performed under this Agreement, VISTA will maintain, at a minimum, the following insurance: (1) Workers' Compensation Insurance in accordance with the laws of the states having jurisdiction over its employees engaged in the services, and Employer's Liability Insurance, each with limits of \$500,000 per occurrence; (2) Commercial General Liability Insurance with limits of \$500,000 per occurrence and \$1,000,000 in the aggregate; and (4) Professional Liability Insurance with \$500,000 limits per each claim and \$1,000,000 in the aggregate.

Client shall require any and all contractors performing any services at the Site to carry appropriate insurance and, to the extent allowed, to name Client and VISTA as additional named insured under such insurance policies. Appropriate insurance shall include at a minimum, Commercial General Liability, Employers Liability, and Automobile Liability, each in the amount of \$1,000,000, and Workers' Compensation Insurance as required by law.

19. **Disputes:** Any controversy or claim arising out of or related to this Agreement, or breach thereof, not resolved directly by the parties, shall be referred in the first instance to mediation under the auspices of a recognized, neutral third-party mediation service prior to instituting any formal claim or court action. The cost of the mediation service shall be borne equally by the parties.
20. **Termination:** Either party may terminate the services with or without cause upon 10 days advance written notice or earlier as described in paragraph 11. Regardless of which party shall institute termination, the Client shall within 30 days of termination pay VISTA for services rendered and all costs incurred up to the time of termination, as well as

those costs associated with the termination itself, in accordance with the VISTA's then-prevailing fee schedule and expense reimbursement policy.

21. **Survival:** All express representations, indemnifications and limitations of liability (including waivers of damages) included in this Agreement shall survive its completion or termination for any reason.
22. **Vista Responsibility with Contractors:** It is not the responsibility of VISTA to supervise the Contractor, nor to direct the Contractor's work effort; nor to assume the management of, or responsibility for, the Contractor's health and/or safety practices, nor its waste management, nor its regulatory compliance. At all times, the Contractor shall be solely responsible for the quality and execution of all phases and aspects of their work.
23. **Attorneys' Fees:** Should any legal action commence between the parties hereto arising out of the rights or obligations created under the Agreement, the prevailing party in such action will be entitled to costs and reasonable attorneys' fees.



EXHIBIT D.3

MEP California Engineering Corp.
1920 Main St. Suite 980
Irvine, CA 92614
Office: 949.516.6480
Email: Contracts@mepcal.com

May 9, 2024

Ryan McKay
Associate
SWA

Scope of Work & Fee Proposal
Mechanical, Electrical, Plumbing Engineering Consulting Services

ROCKHAVEN Additional Services - Nurses Cottage

Dear Ryan:

Thank you for inviting MEP California to submit a fee proposal and scope of work for Mechanical, Electrical and Plumbing consulting engineering services for the project referenced above.

We have based our scope of work and fee proposal on the RFP document and your 5/03/24 email.

1. Project Description

The scope of the project will be as described in the RFP document provided to us and our call. Specific details of the MEP scope of work are found under section 2 of this proposal below. The information below serves as a clarification on items that are not clearly identified in the scope of work.

2. Mechanical, Electrical and Plumbing Detailed Scope of Work

i. Mechanical Engineering Scope of Work:

1. Upgrade and improve HVAC inside the building. Provide upgraded exhaust to the scope of work and restrooms.
2. New mechanical systems will be designed to satisfy the new intended use of building.
3. Toilets and Kitchen will be supplied with new exhaust systems.

ii. Electrical Engineering Scope:

1. Provide Electrical engineering design and support for the Mechanical and Plumbing scope of work.
2. Complete lighting system for all indoor and outdoor. Includes new lighting controls compliant with Title 24 requirements.
3. Complete new and dedicated electrical Power for the building. Provide necessary panels to feed the areas. It is assumed that Glendale Water and Power will provide necessary design documents for the utility side of the meter and MEP California on the user side of the meter.

iii. Plumbing Engineering Scope:

1. Assume all plumbing fixtures will be new. Toilet locations will remain the same. Sink locations will change.
2. Evaluate and resize water and gas lines, plus their meters as necessary.

3. Mechanical, Electrical and Plumbing Delivery Details

MEP California has included the scope of work as mentioned in the email received from you and proposes the following services for the project. Please note MEP California has not been provided the Owner-Architect agreement; therefore, please consider these services only as a basis of our scope of work.

- a. *Participation in Design & Coordination Meetings.* MEP California will participate in all related design and coordination meetings with the Client, Architect and other Consultants as outlined in the Owner-Architect and Architect-Consultant agreements. MEP California and this proposal assume Three (3) in-person meetings, per discipline, during the project, all other meetings will be web-based conference meetings. Web-based meetings are limited to 10 conference meetings per discipline. Each conference meeting is limited to 1 hour.
- b. *Production of Mechanical, Electrical and Plumbing Information.* MEP California will provide design information for all design phases of the project as outlined in the CSI Masterformat book format.
- c. *Power Requirements for Data Communications & AV Equipment.* Based on information received from the Data/Communications Consultant, MEP California will provide power requirements on electrical drawings for all data, communications, and audio-visual equipment. We will also provide a specification for the conduit and raceway requirements, though no Low Voltage conduits will be shown on our documents.
- d. *Electrical Service and Distribution System.* This proposal assumes that the building does not have adequate electrical service infrastructure, which is accepted under current codes. It is assumed the electrical infrastructure is not properly sized. We are also assuming the Utility transformer is capable to support the changes and additions within the scope of the project. Any changes or modification, including but not limited to the electrical service, switchboards, disconnects, panelboards or any need for Utility Coordination to other buildings will be subjected to additional design and engineering fees.
- e. *Energy Modeling.* MEP California will provide Title 24, Part 6 energy modeling for code compliance.
- f. *Fire Protection Design with Design-Builder.* MEP California Engineering Corp. will produce fire protection design-build specifications to allow a Design- Build Contractor to design the sprinkler system.
- g. *Fire Alarm Design with Design-Builder.* MEP California Engineering Corp. will produce fire alarm design-build specifications to allow a Design-Build Contractor to design and obtain approval of the fire alarm system.

- h. *MEP Deliverables.* MEP California will provide Mechanical, Electrical and Plumbing Construction Documents for Bidding and Plan Check.
- i. *MEP Document Submittals.* MEP California assumes documents will be formally submitted during the stages outlined in the schedule document. (Note: MEP California assumes the Bid Documents will include all Plan Check comments). Furthermore, MEP California assumes all submissions outlined above, as well as any additionally required coordination submissions, will be submitted electronically except for a Plan Check submittal should a wet stamp be required. Wet Stamping the plans will result in a flat \$200 per discipline, per copy for labor costs. Shipping and handling of wet-stamped drawings will be invoiced as a cost plus add-service.
- j. *Project Design Timeline.* MEP California assumes the timeline for each phase will match the RFP document. We assume that our involvement, including CA services, will not be beyond the year 2024.
- k. *Permit:* MEP California, will assist in obtaining building permits as they pertain to the Mechanical, Electrical and Plumbing systems.
- l. *Construction Administration.* MEP California will provide Construction Administration services and review all shop-drawings and submittals pertaining to MEP California 's Construction Documents.
- m. *MEP Punch List.* MEP California will prepare a final punch list for MEP systems and review them for completeness after the Contractor has made any necessary changes.

4. Other Consultants' Scope of Work

MEP California has based the MEP scope of work and fee proposal on the following assumptions of other Consultant's scope of work:

- a. *Data Communications & Audio-Visual or Low Voltage Consultant.* MEP California assumes a Data/Communications and Audio-Visual Consultant will design all audio-visual, data, and telephone systems to include low voltage wiring, and will produce construction documents and specifications relating to their systems.
- b. *Security Consultant.* It is the Security Consultant's responsibility to provide the building security system design. Based on information provided by the Security Consultant, MEP California will incorporate system power requirements into the electrical.
- c. *Acoustics Consultant.* Per our conversations an acoustics consultant will be involved and will be responsible for all acoustics designs and calculations including those related to MEP related equipment.
- d. *Lighting Design Coordination with Architect.* Architect will provide direction and specs for light fixtures. The Architect will prepare reflected ceiling plans and select fixtures for the lighting design. MEP California will work with the Architect to develop a code compliant design and circuit the light fixtures. Additionally, MEP California will collaborate with the Architect on the lighting controls including daylighting strategies for the spaces. Architect

shall coordinate with owner's representatives to understand the lighting budget and needs. Changes to light fixture model or specs will result in a major change to electrical drawings and add services.

- e. *Theatre Consultant.* It will be the responsibility of the Theatre Consultant to provide the lighting and equipment design for the theatre. MEP California Engineering Corp. will provide the lighting layouts in the Construction Documents based on the Theatre Consultant's design, and provide Title 24, Part 6 compliance documentation. The Theatre Consultant will need to ensure the design meets Title 24, Part 6 requirements prior to providing the final layouts to MEP California Engineering Corp for drafting. It will be the Theatre Consultant scope of work to provide controls for all theater lighting.
- f. *Data Communications & Audio/Visual or Low Voltage Consultant.* MEP California Engineering Corp. assumes a Data/Communications and Audio/Visual Consultant will design all audio visual, data, and telephone systems to include low voltage wiring, and will produce construction documents and specifications relating to their systems. MEP California Engineering Corp. will provide specifications for the conduit and raceway requirements.
- g. *Security Consultant.* It is the Security Consultant's responsibility to provide the building security system design. Based on information provided by the Security Consultant, MEP California Engineering Corp. will incorporate system power requirements into the electrical drawings and provide specifications for conduit and raceway requirements.

5. Exclusions

MEP California has excluded the following services from the MEP scope of work and fee proposal:

- a. *Civil and Structural Engineering Consultation services and design.* Civil and Structural Engineering Consultation services and design is excluded from the scope of this proposal.
- b. *Acoustic Design Exclusion.* MEP California is not responsible for acoustical design, including acoustical design relating to mechanical, electrical and plumbing systems. MEP California will include recommendations from the acoustical engineer and incorporate into the design.
- c. *Life Cycle Cost Analysis Exclusion.* MEP California has excluded a detailed life cycle cost analysis as part of the MEP scope of work. If required, the life cycle cost analysis will be completed by a third party using the energy usage reports prepared by MEP California.
- d. *LEED® or Other Green Building Rating Program.* MEP California assumes the project will not be submitted for LEED and have excluded any work related to any green rating program from the MEP scope of work.
- e. *Savings by Design.* MEP California assumes the project will not be submitted for Savings by Design and have excluded any work related to this.
- f. *Plan Check Fees Exclusion.* MEP California is not responsible for payment of Plan Check fees, including fronting the cost for the fees. For payment to occur, the Owner or Architect

will provide MEP California with a check to cover the fees in advance of the Plan Check meeting; or a representative for the Owner or Architect will meet MEP California at the Plan Check office and pay the fees directly.

- g. *Commissioning Exclusion.* MEP California assumes the project may involve a Commissioning Agent. Furthermore, MEP California is not responsible for the development of a commissioning plan, commissioning specifications, or development of any functional testing requirements as part of any commissioning process.
- h. *Landscape sprinkler system, piping and plumbing by others.* MEP California Engineering assumes this scope will be designed by others.

6. Building Information Modeling (BIM)

MEP California understands the project will use Autodesk Revit 2022 (Revit) as part of the design process. The following represents our understanding of what is required for this project.

a. Revit Model

The variation and expectations related to BIM can vary significantly from project-to-project. MEP California has based its fee on the following standard BIM deliverables. These items are not a premium beyond what is required for a standard AutoCAD 2D delivery method.

- i. Schematic Design will be carried out in Revit 2022.
- ii. Beginning with the Design Development phase, MEP California will prepare a single Revit model that contains all mechanical, electrical and plumbing. Architect will provide base model that will be linked into MEP California scope. One (1) meeting with ARG at the beginning of the project for BIM Coordination is considered in this fee.
- iii. MEP California will use Revit for design document production and design clash detection. We have excluded delivery of an as-built Revit model and participation in clash detection meetings with the Contractor.
- iv. The Revit model will be constructed using MEP California BIM standards and contain information included in MEP California BIM standards. The Revit and CAD model will be delivered to the Contractor and Owner "as-is" with no additional modifications to parameters, or information in the model beyond what is provided in MEP California 's CAD/BIM Standards. Revisions to the model to add additional information will be considered an additional service.
- v. The following is a partial summary of Revit content excluded from MEP California 's scope of work:
 - 1. Conduit < 2 inches (above and below grade), banks of conduits will be shown.
 - 2. Vibration Isolation, Hangers and Supports

3. Control Devices (except Thermostats)
 4. Housekeeping Pads
 5. Pipe Insulation, space for pipe insulation will be provided.
- vi. The following is a partial summary of Revit content that may be required, but is excluded from MEP California 's scope and will be provided by others:
1. Light Fixtures
 2. Low Voltage Raceways and Cable Tray
 3. Security Devices
 4. Telecom / Data / AV / IT Devices and Room Layouts
- b. Model Updates
- MEP California expects the model will be continuously updated by the Architect at weekly or biweekly intervals. MEP California will notify the Architect if there are any model revisions that cannot be incorporated within the project schedule. Alternatively, an extension of the delivery date will be granted. The time extension will be negotiated based on the extent of changes to the revised backgrounds.
- c. Final Model
- MEP California expects the Architects last and final model and background files to be provided 5 full business days hours prior to a deadline. Any service as a result of changes from architect within the final 5 business days' time frame may become subjected to additional fees to cover for "overtime pay" and other additional costs to MEP California.

7. Basic Services Fee Proposal

MEP California's fee is based on the scope of work, proposed project schedule.

We suggest that the proposed fee be split between phases as outlined below:

Phase 1	MEP FEE
Site Survey	\$ 3,900
Concept Design	\$ 7,000
Utility Coordination and Service Planning	\$ 12,000
Public Meeting	\$ 2,400
CD PHASE	\$ 13,500
CA PHASE	\$ 5,000
TOTAL FEE	\$ 43,800

8. Reimbursable Expenses

MEP California suggests an additional \$700.00 for reimbursable expenses to cover mileage, parking, meals, telephone, fax, messenger services, and printing for contract purposes, etc. Please note that all travel expenses incurred outside of Los Angeles County including airfare, hotel, meals, taxis, etc. shall be fully reimbursable, and are not included in the amount listed above.

Thank you again for the opportunity to propose on this project. Please do not hesitate to contact me or Henrik Hertz should you have any questions or concerns regarding this proposal.

Sincerely,

MEP CALIFORNIA Engineering Corp.

Ali Safaian

Ali Safaian, PE
Principal

APPROVED BY:

Signature/Title

Date

May 9, 2024

EXHIBIT D.4

Ryan McKay
Associate
swa
811 W. 7th St., 8th Floor
Los Angeles, California 90017

Reference: **PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES
ROCKHAVEN SANITARIUM HISTORIC DISTRICT
NURSES PARCEL & GARAGE
GLENDALE, CALIFORNIA
[S.F. PROJECT #24125]**

Dear Ryan:

We are very pleased to present this proposal to provide structural engineering services related to the Rockhaven Sanitarium Historic District. We understand that the City of Glendale is requesting SWA's services with the support of Architectural Resources Group to renovate the Nurses Parcel and adjacent Garage. You have requested this proposal for us to provide structural engineering services related to the structural integrity and proposed modifications for use as a community service building and storage. We are currently working with you on modifications to the Pine's Cottage building for use as a museum. We have based this proposal on the meeting with the team on May 2, 2024 and on the document provided titled, "240503_Rockhaven_Additional_Scope_Diagram". For this proposal, we have made assumptions based on the available information and believe that we have provided a proposal that is appropriate for the project as envisioned. Please note that we have included our services only related to the building, not to the proposed landscaping renovations.

Structural Focus is comprised of a staff of 25 engineering and support professionals that recognize the value of providing innovative structural engineering and open dialogue that meets our clients' needs. Structural Focus also recognizes the importance of sustainability and has recently pledged to join and financially support SE 2050. The SE 2050 Commitment Program is a collective effort by the structural engineering profession to understand, reduce, and ultimately eliminate embodied carbon in our projects by 2050.

We recently visited the site to see the nearby Pines Cottage. While on the site we walked the exterior of the garage and nurses parcel, but we did not go into the building. We also do not have construction drawings for either the nurses parcel or the garage building. Based on our limited visit to the site and google maps photos, the building looks to be rectangular in plan and is one-story. The exterior walls are covered with stucco. The roof is framed with wood framing, and we assume the walls are wood framed covered with stucco. Based on the photographs, there is a partial basement under the south wing of the building and crawlspace under the remainder of the ground floor. The garage building seems to be a wood framed building on grade with no crawl space.

For this proposal, we have assumed that we will be evaluating the building for its ability to meet the performance objectives contained in the California Historic Building Code for this type of construction and the proposed occupancy as a community service center. Based on our site visit to Pines Cottage, we assume cripple wall strengthening and new bolts will be required at the foundation. Additional seismic strengthening may be required and/or recommended. In addition to the seismic evaluation and strengthening, we understand the scope of work will include repairing of some wood framing where there has been deterioration. Roof repair work may also be required. We are also assuming that proposed modifications to the building necessary for its conversion to a community service building will be "non-structural" and therefore

not require any significant modifications. We assume the garage building is on grade and analysis of a raised floor to support storage loads will not be required.

Scope of Structural Engineering Services

Our structural scope of work for the project is summarized below.

Site Survey Phase

- Develop the structural criteria to be used during design and discuss with you how it fits within the programmed uses of the building.
- Review any available existing building drawings as they relate to the new project and identify any issues.
- Perform an initial site visit to observe the existing building framing and conditions of the existing building elements.

Concept Phase

- Review the existing information.
- Perform a Tier 1 seismic evaluation of the building utilizing ASCE 41, *Seismic Evaluation and Retrofit of Existing Buildings*, as well as the California Historical Building Code.
- Develop a basic seismic strengthening scheme based on the existing building elements and the structural criteria developed with you.
- Develop a basic rehabilitation scheme for existing structural elements requiring repair, such as rotten or terminate damaged wood, etc.
- Provide input as it relates to geotechnical and civil issues.
- Provide conceptual structural information related to other non-structural disciplines as they impact the structure.
- Provide Schematic Concept drawings (one submittal) including annotations on based building backgrounds provided by others and sketches.
- Attend project coordination (consultant and owner) meetings. We have included a total of two meetings during this phase with this proposal.

Construction Document Phase

- Complete structural calculations, structural design, contract documents and specifications.
- Provide 30%, 60% and 90% CD documents including structural drawings and specifications. We understand that the 90% CD documents will be submitted to the City for plan check. We assume the nurses parcel building and the garage will be included in one submittal. We assume this submittal will be separate from the Pines Cottage submittal.
- Provide signed and stamped structural calculations for submittal to the City for plan-check.
- Assist in the plan check process by replying to comments and questions from the City. Present to the City if needed. We have assumed we will receive one set of plan check corrections in development of our suggested budget for this phase.
- Review the anchorage and attachment details provided to us by others of non-structural core and shell mechanical equipment in the buildings.

- Review the submitted stair and handrail design drawings provided to us by others. As part of our services, we will provide member sizes for the stringers and design and detailing of the landings. We understand that details for the stringers, treads, and handrails will be provided by others.
- Provide structural support of the major (weight exceeding 2,000 pounds each) mechanical equipment. The supports and anchorages of the smaller equipment will be provided by others. We understand that no major equipment will be located on the roof.
- Provide final 100% CD documents to be issued for construction after the completion of the plan check review.
- ♦ Attend weekly project coordination (consultant and owner) meetings. We have included a total of three meetings during this phase with this proposal.

Bid Support & Construction Administration (hourly)

- Assist you and the general contractor in reviewing subcontractor bids related to structural work.
- Provide clarifications as requested by you to assist in the subcontractor bid process.
- Attend the construction coordination meetings as required throughout the construction duration. Our regular site visits for construction observation will be coordinated with project meetings thus minimizing our separate site visits and allowing for the possibility to hold project meetings on the same day.
- Visit the site periodically to provide structural observation services.
- Review the submittals and respond to requests for information from the contractor.
- Provide information and assistance in the interpretation of the structural construction drawings.
- We have assumed a total of six meetings/site visits during this phase with this proposal in development of our suggested budget.

Exclusions

The following services are not included in this proposal but could be provided as required under separate *Additional Services Agreements*:

- Any seismic strengthening beyond the provisions of the California Historical Building Code for reuse as a community service building.
- Analysis of the garage floor to support storage loads. We assume this building has a slab on grade without a crawl space. If we determine the building has a raised floor, we can provide any required floor analysis as an additional proposal.
- Value engineering efforts after submittal of 30% CD Documents.
- Any significant changes to the design, layout, or configuration of the building after submittal of the Concept Design phase.
- Significant structural modifications due to conversion into a community service center not related to seismic or floor loading.
- Design of and structural calculations for the anchorage or bracing of any mechanical/electrical/plumbing equipment not included in the scope above. We are pleased to review any equipment anchorage design provided to us.
- Design of and structural calculations for the anchorage or bracing of any architectural systems or elements, including ceilings, partitions, etc.

- Design of site hardscape areas including exterior slabs-on-grade, driveways, walkways, planters, etc.
- Design of any site walls (fences) or site retaining walls outside of the scope described above.
- Design of the stair details including stringer connections, tread design, etc.
- Design of stair or deck hand rails or guard rails.
- Any efforts related to obtaining a LEED certification.
- Determination of loading or design criteria for elements that are to be designed by others. We are pleased to review any design by others submitted to us for review.
- Construction shoring design or assistance in means & methods.
- Special Inspection services. Our site visits will be for code-required Structural Observation only.
- Any services outside of structural engineering other than our own reasonable coordination efforts with the other disciplines.
- As-built drawings.
- Additional meetings or site visits above the number listed above.

Compensation

We propose to provide these services on a lump sum by phase basis plus an allowance for reimbursable expenses including a ten percent markup. The breakdown of proposed fees by phase is as follows:

Phase	Proposed Lump Sum Fees	Reimbursable Allowance
Site Survey Phase	\$2,300	\$200
Concept Design	\$7,700	\$400
Construction Documents & Plan Check*	\$20,000	\$1,000
Bidding Support & Construction Administration (hourly)**	\$10,800*	\$1,000
Totals	\$40,500	\$2,600

We propose to provide these services in accordance with our *Structural Engineering Services - General Conditions and Compensation*, a copy of which is attached for your reference. We will invoice each month based on a percentage completion per phase plus our reimbursable expenses (with 10% markup).

*The Construction Documents & Plan Check phase is an estimate based on our current knowledge of the building. This fee may need to be revisited after the Concept Design Phase if the scope of work is different than anticipated.

**We propose to provide our Bidding Support and Construction Administration services on an hourly basis (time and materials) and this amount is a rough estimate only. We have attached a copy of our 2024 hourly rate schedule with this proposal for your information and you can assume that our hourly rates will increase at a rate of about 4% per year, effecting in January of the new year. During these phases, we will invoice monthly for the actual hours spent at the then current rates for that year plus reimbursable expenses including a 10% markup.

Staffing

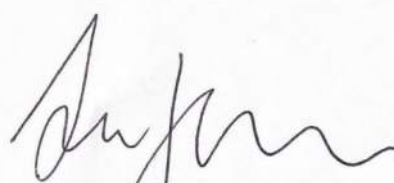
David Cocke, S.E. will serve as the Structural Focus Principal-in-Charge and Sara Means, S.E. will serve as the Project Manager. Sara will be your day-to-day contact on the project and David will be available as required and will be providing quality control throughout the duration. Other staff engineers will assist them on the project as support staff.

Thank you very much for the opportunity to work with you on this challenging and interesting project. If this proposal is acceptable, please authorize us to begin by returning a signed copy of this letter. Please note that this proposal is valid for 60 days. If you have any questions, please feel free to contact us at your convenience.

Sincerely,



David W. Cocke, SE
Principal & Founder



Sara Means, SE
Associate

Reference: **PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES
ROCKHAVEN SANITARIUM HISTORIC DISTRICT
NURSES PARCEL & GARAGE
GLENDALE, CALIFORNIA
[S.F. PROJECT #24125]**

ACCEPTED: _____

BY: _____

DATE: _____

Attachments
Structural Focus General Conditions & Compensation
Structural Focus 2024 Hourly Rates

STRUCTURAL ENGINEERING SERVICES

General Conditions and Compensation

Structural engineering services include structural designs, consulting, evaluations, research, and preparation of reports. The scope of these services is defined in the Letter of Agreement for each project.

GENERAL CONDITIONS

1. Instruments of Service

All reports, plans, specifications, field data, calculations, tracings, hand or computer-generated drawings, special masters, and other documents, including all documents and files on electronic media, prepared by Structural Focus pursuant to this Agreement are instruments of professional service intended for one-time use in conjunction with the Project. They are and shall remain the property of Structural Focus. Any modification or reuse without the written approval by Structural Focus is prohibited.

2. Standard of Care

Structural Focus services are performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the engineering profession under similar circumstances at the time the services are performed in the locality of the project. No warranty or representation, either expressed or implied, is included or intended in Structural Focus's proposals, contracts, designs, documents, opinions, or reports. Structural Focus shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations and laws in effect as of the date of execution of this Agreement.

3. Defects in Service

The Client shall promptly report to Structural Focus any defects or suspected defects in Structural Focus's work or services of which the Client becomes aware, so that Structural Focus may take measures to minimize the consequences of such a defect. The Client warrants that he or she will impose a similar notification requirement on all Contractors in his or her Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client, and the Client's Contractors or subcontractors to notify Structural Focus, shall relieve Structural Focus of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

4. Opinions of Probable Construction Cost

Structural Focus's opinions of probable construction costs represent Structural Focus's best judgment as professionals generally familiar with the construction industry. However, since Structural Focus has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market or negotiating conditions, Structural Focus cannot and does not warrant or represent that proposals, bids or actual construction cost will not vary from provided opinions of probable construction cost. Structural Focus will consider design work required to align Contractor bid prices with the Client's Project budget as extra services.

5. Betterment

If, due to Structural Focus's error, any required item or component of the Project is omitted from Structural Focus's construction documents, Structural Focus shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. In no event will Structural Focus be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project.

6. Risk Allocation

In recognition of the relative risks, rewards and benefits of the Project to both the Client and Structural Focus, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, Structural Focus's total liability to the Client, for any and all claims, losses, expenses, damages or claim expenses arising out of this Agreement and the performance thereunder, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of compensation paid to Structural Focus under this Agreement (whichever is greater). Such claims and causes include, but are not limited to Structural Focus's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Further, the Client agrees to notify any Contractor or sub-contractor who may perform work in connection with any design, report, or study prepared by Structural Focus of such limitation of liability for design defects, errors, omissions or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against Structural Focus.

In the event that Client does not agree to limit Structural Focus's liability to this sum, Structural Focus shall waive this limitation upon the Client's request provided that (1) the Client pays an additional consideration of 5% of Structural Focus's total fee or \$500, whichever is greater, and (2) at least \$500 of such payment is paid within 30 days of the Structural Focus proposal or the day Structural Focus commences performance of services, whichever is later.

In the event the Client makes a claim against Structural Focus, at law or otherwise, for any alleged error, omission or other act arising out of the performance of professional services, and the Client fails to prove such claim, then the Client shall pay all costs incurred by Structural Focus in defending itself against the claim.

No officer, director, shareholder, employee or consultant of Structural Focus shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by Structural Focus on this project.

7. Indemnification

The Owner shall indemnify and hold Structural Focus, its officers, employees and consultants harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law to the extent caused by the negligent acts or omissions of the Client, the contractors, consultants, subcontractors or anyone for whom the Client is legally liable. The Client shall not be obligated to indemnify Structural Focus if it is determined the damages, losses and judgments were caused by Structural Focus' sole or active negligence or willful misconduct.

8. Information Provided by Client

Structural Focus shall indicate to the Client the information needed for rendering of services hereunder. The Client shall provide to Structural Focus such information as is available to the Client and the Client's consultants and contractors, and Structural Focus shall be entitled to rely upon the accuracy and the completeness thereof.

The Client recognizes that it is impossible for Structural Focus to assure the accuracy of such information, either because it is impossible to verify, because of defects in or unknown changes to the original or subsequent construction, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client shall defend, indemnify and hold harmless Structural Focus, Structural Focus's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with errors, omissions or inaccuracies in documents or other information provided by the Client to Structural Focus. Client understands that Structural Focus is not liable for the accuracy and/or adequacy of design services performed by others.

9. Hidden Conditions

When advised or requested by Structural Focus, investigation of structural conditions concealed by existing finishes shall be authorized and paid for by the Client. Client shall pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition.

If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Structural Focus has no knowledge that such a condition exists, the Client shall be responsible for all risks associated with this condition, and Structural Focus shall not be responsible for the existing condition, nor any resulting damages to persons or property.

10. Changed Conditions

The Client shall rely on Structural Focus's professional judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to Structural Focus. Should Structural Focus call for contract renegotiation, Structural Focus shall identify the changed conditions necessitating renegotiation and the Client and Structural Focus shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement upon the proper notice.

11. Toxic and Hazardous Substances

Structural Focus and its subconsultants and agents shall have no responsibility for the discovery, presence, handling, removal of or exposure of persons to hazardous materials in any form at the Project site including, but not limited to asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances.

In the event that Structural Focus or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of Structural Focus's services, Structural Focus may, at its option and without liability for consequential or any other damages, suspend services on the Project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations.

The Client also shall defend, indemnify and hold harmless Structural Focus, Structural Focus's officers, directors, principals, partners, employees and agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the presence, discharge, release or escape of asbestos, asbestos products, PCBs, radioactive materials, or other toxic substances at or in the vicinity of the job site.

12. Peer Review Services

Where the Client employs Structural Focus for peer review services, it shall not be construed that Structural Focus, through such services, is supplanting or joining with the Structural Engineer of Record in his or her professional responsibility for the design of the structural portion of the Project under review.

Project peer review services performed by Structural Focus are not to be interpreted as a check of any nonstructural provisions of the applicable building code or codes. They are not a check of general requirements, such as Use Group or Type of Construction, a check of life-safety or fire protection requirements or a check of any code provisions, other than those concerning the stability and integrity of the primary structural system. No attempt will be made to verify dimensions, except to the extent necessary to review the adequacy of a particular structural component.

13. Job Site Safety

Neither the professional activities of Structural Focus, nor the presence of Structural Focus's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with contract documents and any health or safety precautions required by any regulatory agencies.

Structural Focus shall have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

The Client agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor.

The Client also agrees that Structural Focus and Structural Focus's consultants shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy. Furthermore, such insurance obtained by the General Contractor for the benefit of Structural Focus shall be primary to any other insurance purchased by Structural Focus. The obligation to indemnify is independent of the General Contractor's obligation to obtain insurance for the benefit of Structural Focus.

14. Right of Entry

The Client shall provide for Structural Focus's right to enter the property owned by the Client and/or others in order for Structural Focus to fulfill the Scope of Services included hereunder.

15. Project Representatives

The Client shall designate representatives who are authorized to make all decisions on the Client's behalf. The Client shall furnish a revised listing to Structural Focus when any changes affecting this listing are made.

16. Delays

Structural Focus is not responsible for delays caused by factors beyond the firm's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Structural Focus's services or work product promptly, or delays caused by faulty performance by the Client or by contractors of any level. When such delays beyond Structural Focus's reasonable control occur, the Client agrees that Structural Focus is not responsible for damages, nor shall Structural Focus be deemed to be in default of this Agreement.

17. Assignment

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph, however, shall prevent Structural Focus from employing such independent consultants, associates, subcontractors and subconsultants as Structural Focus, in its sole discretion, may deem appropriate to assist in the performance of services hereunder.

18. Dispute Resolution

In an effort to resolve any conflicts that arise during or following the completion of the Project, Structural Focus and Client agree that, prior to any litigation, all claims, counterclaims, disputes and other matters in question between the parties hereto, arising out of or relating to this Agreement or breach thereof, will be submitted to non-binding mediation before a neutral mediator that will last a minimum of four hours unless the matter is resolved in less than that amount of time. Client and Structural Focus further agree to include the foregoing provision in any and all Agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants to likewise include said provisions in any and all Agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

19. Termination of Services

This Agreement may be terminated upon ten (10) days written notice by either party should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay Structural Focus for all services rendered to the date of termination, including all reimbursable expenses, and termination expenses.

20. Third Party Beneficiaries

This Agreement is solely for the benefit of Structural Focus and Client only, and not for any other person or entity. To the extent that any other person or entity, including but not limited to the General Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by Structural Focus pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this contract. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Structural Focus or Client.

21. Governing Law

This Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules which may direct the application of the laws of another jurisdiction. Any claim or controversy arising out of or in any way related to this Agreement or the performance thereunder shall be litigated in a court of competent jurisdiction in the State of California.

22. Severability

If any portion of this Agreement is found to be unenforceable, the remaining portions of the Agreement shall remain in effect and be enforced.

23. Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

24. Compensation

Compensation for engineering services shall be adequate to permit the proper fulfillment of Structural Focus's obligation to the Client and to the public. Although the engineering fee is a very small factor in the overall cost of the project, it is necessary for the Client to allow for a sufficient fee to permit adequate time for study of the engineering conditions to provide the Client with a service of value.

Unless stated otherwise in the Letter of agreement between Structural Focus and the Client, the compensation for our services will be billed to the Client on an hourly basis for each employee's time in accordance with the attached schedule of hourly rates. Our hourly rate schedule is subject to change upon notification. Time spent in traveling, when in the interest of the Project, will be charged to the Client. Direct non-salary expenses (reimbursable expenses) will be charged in addition to the hourly charges at cost, plus 10%.

Reimbursable expenses include, but are not limited to:

- Travel and subsistence when away from the home office on Project business.
- Identifiable communication expenses and postage other than for general correspondence.
- Plan check, permit and inspection fees required by governing bodies.
- Photographic services.
- Identifiable printing and reproduction costs applicable to the Project.
- Subcontracted services.

25. PAYMENTS ON ACCOUNT

Invoices will be prepared in accordance with Structural Focus's standard invoicing practices and will be submitted to Client, at Structural Focus's option, either upon completion of any phase or on a monthly basis. Invoices are due and payable on receipt.

Unpaid Invoices: If Client fails to make any payment due Structural Focus for services and expenses within thirty days after receipt of Structural Focus's invoice, the amounts due Structural Focus will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, Structural Focus may, after giving seven days written notice to Client, suspend services under this Agreement until Structural Focus has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only the portion so contested may be withheld from payment, and the undisputed portion will be paid. Any attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

Retainers, if applicable to this Project, shall be credited to the final invoice(s).

Any inquiry or question concerning the substance or content of an invoice shall be submitted to Structural Focus in writing within ten days of receipt of the invoice. A failure to notify Structural Focus within this period shall constitute an acknowledgment that the service has been provided.

Payment upon Termination: In the event of termination, the Client shall pay Structural Focus for all services rendered by Structural Focus and Structural Focus's consultants through the date of termination, including all reimbursable expenses and termination expenses.

26. MODIFICATION OF AGREEMENT

The foregoing conditions may be modified only by written Agreement signed by all parties to this Agreement.

Hourly Rate Schedule

Structural Focus 2024 Hourly Rates*

Principal (Project Manager)	\$235
Associate (Project Manager)	\$210
Project Engineer	\$200
Senior Design Engineer	\$180
Design Engineer	\$170
Structural Designer	\$150
Intern Designer	\$90
Senior CAD/REVIT Specialist	\$135
CAD/REVIT Specialist	\$105
Junior CAD Drafter	\$70
Administration/Office Manager	\$85

*These hourly rates are effective starting January 1, 2024, and may be subject to change.