

## REPORT TO CITY COUNCIL

**DATE:** AUGUST 24, 2011

**TO:** HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

**FROM:** GREG RAMIREZ, CITY MANAGER

**BY:** NATHAN HAMBURGER, ASSISTANT CITY MANAGER  
CHRIS DODD, PUBLIC WORKS PROJECT MANAGER

**SUBJECT:** AWARD DESIGN AND ARCHITECTURAL SERVICES CONSULTANT  
CONTRACT FOR THE NEW RECREATION CENTER TO ROESLING  
NAKAMURA TERADA ARCHITECTS (RNT)

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Staff is respectfully requesting the City Council approve a contract between the City of Agoura Hills and Roesling Nakamura Terada Architects (RNT) for the design and architectural services for the new Agoura Hills Recreation Center.

The City's recently purchased property has the potential to become a first-class recreation facility and will demand a top-notch architectural firm to transform the current structures and grounds into a beautiful and fully functioning recreation center serving senior, teen, and other recreational programs. With approximately 15,500 square feet of building area on 6.2 acres, several issues were identified in the due diligence report that will need to be addressed during the design and construction phase of this project. On June 22, 2011, the City Council directed staff to solicit qualified architectural firms to design and master plan the new Agoura Hills Recreation Center located at 29900 Ladyface Court.

With 55 participants, a mandatory site walk-through on July 7, 2011, gave potential firms the opportunity to view the property first hand, participate in a presentation by staff about the property, ask questions about the project, and gain a further understanding of the building, known issues, and desired objectives for design proposals. The RFP/RFQ closed on July 21, 2011, with 20 proposals submitted. One proposal was rejected for being received after the closing date and time. Using criteria such as relevant history and experience, outstanding litigation and reference contact, staff narrowed down the submissions to 7 firms to interview.

On July 28, 2011, Mayor Harry Schwarz, the Assistant City Manager from the City of Malibu, and 3 City staff members conducted interviews with the 7 selected firms. Through the interview process, each firm had the opportunity to share with the panel their work history, relevant experience, civic experience, ability to complete this project on time and on budget, community outreach efforts, and design approach to this project.

The panel chose its top three firms:

<i><b>Firm Name</b></i>	<i><b>Cost proposal</b></i>
Roesling Nakamura Terada Architects (RNT)	\$671,418.00
CWA AIA	\$725,265.00
LPA	\$348,900.00*

(\*Firm chose to propose a much different construction method than requested. For this reason, the cost proposal submitted reflects a much lower amount than its competitors. This alternative construction method excluded many items required in the proposal such as, but not limited to, full set of construction documents, architect support during construction, assisting with contractor selection, among other issues.)

With each of the three firms qualified to complete the project, the panel came to a unanimous decision that RNT Architects were at the top of the list. Excited about this particular project, working with the community and the project's proximity to the Santa Monica Mountains, RNT presented the panel not only the ability to tackle the challenging technical aspects of the job, but also successfully interact with the community, address the issues that are present on the site, create synergy between the City Hall and Library, and use of green, sustainable materials.

Using a rating system, panelists assigned a numeric value to 7 categories, understanding scope of work, demonstrated professional skill and credentials of the staff to be assigned, related experience and references, quality of presentation, approach to performing this type of service, ability to manage public process involved in design, and demonstrated ability to complete tasks within expected time frames. The total score possible was 100 points. With an average score of 94.4, RNT was far above the second place firm who had an average score of 85.8. RNT excelled in each of the categories making them the unanimous choice.

RNT would be tasked with taking the existing structure and creating a design and construction specifications to complement recreation uses, such as recreational classes, after school activities, community special events, volunteer programs, Healthy City and One City/One Book programs, senior social services, cultural arts programs, summer day camp programs, managing a docent program, transportation services, offering special events, and maintaining the beautiful grounds.

Architectural and design services would also include a complete master planning of the site, building lifecycle cost analysis, address all of the issues found in the due diligence report, including, but not be limited to, electrical, plumbing, ingress/egress, exterior stucco, water proofing, elevator repair, roofing, parking lot sealing/stripping/drainage, audio/visual and signage all while creating synergy between the City Hall and Library and this new facility. RNT would also lead a series of community workshops or "Design Camps" to assist in providing a master plan that addresses the needs and desires of the various community user groups.

City staff members have also visited other comparable local facilities that RNT has been the architect of record for. These facilities were similar in nature to what challenges are present at the new recreation center site and possessed green elements, adaptive reuse of an existing structure, and re-purposing many materials to create useful and efficient facilities.

In anticipation of this project, over the past 5 years the City Council implemented a General Fund savings plan that was intended for this use. Staff has also applied for additional grant funding of 1.6 million dollars from the California State Parks Statewide Park Development and Community Revitalization Program to use towards the completion of construction.

The contract with RNT is not to exceed \$671,418.00 for two years, with additional years added, if necessary. It is anticipated that RNT would have from August 24, 2011, until August, 2012, to complete site research, conduct community outreach efforts, interview staff and create construction plans and specifications. The oversight and support of construction is anticipated to take place from August, 2012, until August, 2013. The not-to-exceed amount of this contract would be all inclusive and sufficiently cover all design and architectural costs, including contingencies and reimbursable expenses. The Community Services Committee has met and reviewed the recommendation of the panel and is comfortable recommending approval of the agreement.

The City attorney has reviewed this agreement and approved it as to form.

## **RECOMMENDATION**

Staff respectfully recommends the City Council approve the contract with Roesling Nakamura Terada Architects to provide design and master plan services for the new Agoura Hills Recreation Center.

Attachments: Consulting contract for Architectural and Design Services with Roesling Nakamura Terada Architects

AGREEMENT FOR CONSULTANT SERVICES  
WITH THE CITY OF AGOURA HILLS

NAME OF CONSULTANT: Roesling Nakamura Terada Architects

RESPONSIBLE PRINCIPAL OF CONSULTANT: Attn: Ralph Roesling

CONSULTANT'S ADDRESS: 285 N. Ventura Blvd, Suite 102  
Ventura, CA, 90031

CITY'S ADDRESS: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, CA 91301  
Attn: City Manager

PREPARED BY: Chris Dodd

COMMENCEMENT DATE: August 24, 2011

TERMINATION DATE: August 24, 2013

CONSIDERATION: Contract Price  
Not to Exceed: \$671,418.00

<b>ADDITIONAL SERVICES</b> <i>(Describe Services, Amount, and Approval):</i>  _____  _____  _____  _____
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Date: \_\_\_\_\_ Amount: \$ \_\_\_\_\_ Authorized By: \_\_\_\_\_  
*(Not to Exceed 10% of Contract Price)* City Manager

**AGREEMENT FOR CONSULTANT SERVICES BETWEEN  
THE CITY OF AGOURA HILLS AND ROESLING  
NAKAMURA TERADA ARCHITECTS**

**THIS AGREEMENT** is made and effective as of August 24, 2011, between the City of Agoura Hills, a municipal corporation ("City") and Roesling Nakamura Terada Architects ("Consultant"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**1. TERM.** This Agreement shall commence on August 24, 2011, and shall remain and continue in effect until tasks described herein are completed, but in no event later than August 24, 2013, unless sooner terminated pursuant to the provisions of this Agreement.

**Note:** The City may, at its option, extend this Agreement for one additional term of one year upon providing written notice of its intent to so-extend this Agreement to the Contractor not less than thirty (30) days prior to the expiration of the initial Term. Such extension shall be at the same price and conditions as set forth herein.

**2. SERVICES.** Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

**3. PERFORMANCE.** Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

**4. PAYMENT.**

A. The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B other than the payment rates and schedule of payment are null and void. This amount shall not exceed \$671,418.00. ("Contract Price") for the initial Term of the Agreement unless additional payment is approved as provided in this Agreement.

The City Manager may approve additional work up to ten percent (10%) of the amount of the Contract Price. Any additional work in excess of this amount shall be approved by the City Council.

B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as

agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said services.

C. Consultant will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice.

**5. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

**6. DEFAULT OF CONSULTANT**

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his or her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Consultant with written notice of the default. The Consultant shall have (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

## **7. OWNERSHIP OF DOCUMENTS**

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

## **8. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.**

A. Indemnity for Design Professional Services. In connection with its design professional services, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.

B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section 1.1, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of

City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section 1.2 shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

**9. INSURANCE REQUIREMENTS.** Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability Insurance shall be written on a policy form providing professional liability for the Consultant's profession.

B. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

1) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

3) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

4) Professional Liability coverage: Two million (\$2,000,000) per claim and in aggregate.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager. At the option of the City Manager, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



D. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its officers, officials, employees and volunteers are to be covered as additional insureds in respect to: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

F. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

## **10. INDEPENDENT CONTRACTOR**

A. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

**11. LEGAL RESPONSIBILITIES.** The Consultant shall keep itself informed of local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

## **12. RELEASE OF INFORMATION**

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

**13. NOTICES.** Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City: City of Agoura Hills  
30001 Ladyface Court  
Agoura Hills, California 91301  
Attention: City Manager

To Consultant: Roesling Nakamura Terada Architects  
285 N. Ventura Blvd, Suite 102  
Ventura, CA, 90031  
Attention: Ralph Roesling

**14. ASSIGNMENT.** The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Upon termination of this Agreement, Consultant's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Consultant.

**15. LICENSES.** At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

**16. GOVERNING LAW.** The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Agoura Hills. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

**17. PROHIBITED INTEREST.** No officer, or employee of the City of Agoura Hills shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors for this project, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City of Agoura Hills has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's

sub-contractors on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

**18. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**19. AUTHORITY TO EXECUTE THIS AGREEMENT.** The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first above written.

**CITY OF AGOURA HILLS**

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Harry Schwarz  
Mayor

ATTEST:

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Kimberly M. Rodrigues, MMC  
City Clerk

APPROVED AS TO FORM:

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Craig A. Steele,  
City Attorney

**CONSULTANT**

Roesling Nakamura Terada Architects  
285 N. Ventura Blvd, Suite 102  
Ventura, CA, 90031  
Attention: Ralph Roesling  
Phone: 805.626.5330  
Fax: 805.626.5350

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**[Signatures of Two Corporate Officers Required]**

# EXHIBIT A

## TASKS TO BE PERFORMED

The following is the general scope of work that is to be inclusive of all design and specification documents, including all issues found in the due diligence report. City reserves the right to further define the scope of services as agreeable to both City and Consultant.

Agoura Hills Recreation Center  
For the City of Agoura, 7/21/2011  
Roessling Nakamura Terada Architects, Inc.

	RNT			PENFIELD & SMITH ENGINEERS			NISHKIAN CHAMBERLIN			BUDLONG & ASSOCIATES			VAN ATTA ASSOCIATES			CUMMINGS		
	P/C-Team Leader	Project Mgr.	Drafts-person	Principal	Senior Engr.	Senior Tech.	Principal	Project Engr.	Drafts-person	Principal	Project Mgr.	Drafts-person	Principal	Project Mgr.	Drafts-person	Mang. Director	Senior Cost Est.	Cost Est.
<b>1. ASSESSMENT, PROGRAMMING AND SCHEMATIC DESIGN</b>																		
Initial Client Meeting	4	4	4															
Field Investigation	4	8	16	2	2		4	4			24	8	4	4				
Analysis of record Drawings	2	12	18				2				12	4						
Recreation of Record Drawings	2	16	30	2	4	16												
Code Analysis	4	8	20				2	2										
Programming/Stakeholder meetings	20	20	20															
Sustainable Design Study	4	8	8								4	4						
Design Charrette (Design Camp)	16	16	16		8		2	2										
SD and Budget	22	58	88	2	6	12					40	24				8	18	
Phase Option Study	10	24	48		4	8					8					2	16	24
Agency Coordination Meetings (Assumed 4)	8	8	8		6									4				
Agency Submittals (Assumed 4)	0	12	12															
Agency Presentations (Assumed 4)	8	8	8															
Opinion of Cost	2	20	12		4	4	2								1	3		
City Staff Meeting	2	6	6		4									2	6			
<b>Sub Total Hours</b>	<b>108</b>	<b>228</b>	<b>314</b>	<b>6</b>	<b>38</b>	<b>40</b>	<b>12</b>	<b>8</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>88</b>	<b>40</b>	<b>128</b>	<b>31</b>	<b>39</b>	<b>32</b>	<b>102</b>
<b>2. DESIGN DEVELOPMENT</b>																		
Design Development Drawing Package	12	34	70	8	36	50	8	24	24	2	80	40	2	10	32			
Outline Specifications	8	28	12	4	18	22	4	2			4	4			4			
Preliminary Building and Safety Review	0	8	8															
Preliminary City Review	2	4	4				2											
City Staff Meetings (Assumed 2)	4	8	8		4													
Opinion of Cost Revision	8	22	12	2	8		4								1		4	
<b>Sub Total Hours</b>	<b>34</b>	<b>104</b>	<b>114</b>	<b>14</b>	<b>68</b>	<b>72</b>	<b>18</b>	<b>26</b>	<b>24</b>	<b>88</b>	<b>2</b>	<b>84</b>	<b>44</b>	<b>130</b>	<b>3</b>	<b>10</b>	<b>40</b>	<b>53</b>
<b>3. CONSTRUCTION DOCUMENTS</b>																		
Construction Documents (Drawings)	28	120	460	4	22	46	16	60	60	2	160	80	10	40	60			
Construction Documents (Specifications)	20	75	70	4	20	40	2	4		8			4	2	6			
Consultant Coordination	8	34	28				2	4					4	8	16			
Opinion of Cost Revision	8	22	18		8	8	2						1		4			2
Plan Check	6	28	44	2	12	20	4	16	16	1	4			2	8			
Develop Bid Package	6	22	38	2	6	10					4		4	24	40			
City Staff Meetings (Assumed 4)	8	16	16	4	4								4					
<b>Sub Total Hours</b>	<b>84</b>	<b>317</b>	<b>674</b>	<b>16</b>	<b>72</b>	<b>124</b>	<b>26</b>	<b>84</b>	<b>76</b>	<b>186</b>	<b>3</b>	<b>176</b>	<b>80</b>	<b>259</b>	<b>23</b>	<b>76</b>	<b>134</b>	<b>233</b>
<b>4. BIDDING AND CONSTRUCTION OBSERVATION</b>																		
Prebid meeting	0	4	4								8			2				
Bid Assistance/ Addendum Response	4	22	20	2	6	8		2		8			4	8				
Preconstruction Conference	0	4	4															
Site Observation	18	160	60	4	20	18	12	12			24	12	2	10				
Shop Drawing Submittals	8	48	30	2	4		2	24		8				10				
RFI Review & Approvals	20	58	38	2	18		4	40	20	12				8				
Project Administration	8	28	22				4			8				6				
Punch List	2	28	20		4					8				4				
Project Closeout	2	12	20		2					8					6			
<b>Sub Total Hours</b>	<b>62</b>	<b>364</b>	<b>218</b>	<b>10</b>	<b>54</b>	<b>26</b>	<b>22</b>	<b>78</b>	<b>20</b>	<b>120</b>	<b>0</b>	<b>84</b>	<b>12</b>	<b>96</b>	<b>6</b>	<b>48</b>	<b>6</b>	<b>60</b>

## EXHIBIT B

### PAYMENT RATES AND SCHEDULE

	RNT	PENFIELD & SMITH	NISHKIAN CHAMBERLIN	BUDLONG & ASSOC.	VAN ATTA ASSOC.	CUMMINGS	TOTAL
<b>1. ASSESSMENT, PROGRAMMING AND SCHEMATIC DESIGN</b>	\$ 94,900	\$ 10,990	\$ 3,420	\$ 14,640	\$ 14,505	\$ 10,470	\$ 148,925
<b>2. DESIGN DEVELOPMENT</b>	\$ 37,020	\$ 20,010	\$ 9,870	\$ 14,750	\$ 5,750	\$ 6,940	\$ 94,340
<b>3. CONSTRUCTION DOCUMENTS</b>	\$ 144,830	\$ 26,960	\$ 25,770	\$ 29,745	\$ 27,590	\$ 9,790	\$ 264,685
<b>4. BIDDING AND CONSTRUCTION OBSERVATION</b>	\$ 98,260	\$ 12,490	\$ 17,970	\$ 11,880	\$ 7,050	\$ -	\$ 147,650
<b>Sub Total</b>	\$ 375,010	\$ 70,450	\$ 57,030	\$ 71,015	\$ 54,895	\$ 27,200	\$ 655,600
<b>Survey</b>	\$ -	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 2,500
<b>Reimbursables</b>	\$ 4,000	\$ 1,500	\$ 3,000	\$ 1,500	\$ 3,318	\$ -	\$ 13,318
<b>TOTAL</b>	\$ 379,010	\$ 74,450	\$ 60,030	\$ 72,515	\$ 58,213	\$ 27,200	\$ 671,418

In your review of our Fee Proposal, for your clarification, we also offer you a list of scope exclusions:

- Soils/geotechnical investigations
- Utilities beyond existing point of connections or 5' from buildings
- Offsite improvements
- Sewer, and potable, fire and recycled water
- Utility design
- Environmental assessments
- Construction Staking
- Electrical, telephone, lighting, gas and cable T.V. utility design
- Permit and plan check fees
- Preparation of record drawings
- Governmental and public agency fees
- Transportation studies
- Postage, blueprint and reproduction charges
- Biology, Phase I Studies
- Soils Studies
- Upgrade of elevated structural floor framing for increased live Loads due to use change
- Overall seismic upgrade to existing building



## Hourly Rates

The following fee schedules are effective January 2011 and are subject to change annually each January.

### Reimbursable Expenses

1. Reproduction, delivery, telephone, supplies, fees and other non-labor direct costs are billed at cost plus 10%. Per diem charges are based on reasonable and actual costs.
2. Billing invoices will be prepared once a month for work in progress unless otherwise agreed. Invoices are to be paid upon presentation to Roesling Nakamura Terada Architects, Inc. at 363 5th Avenue, San Diego, California 92101-6965. Any invoices not paid within 30 days are subject to a service charge of 1.0% per month on the unpaid balance.

### ARCHITECTURAL DESIGN

#### Roesling Nakamura Terada Architects, Inc. (RNT)

	<i>Per Hour</i>
Principal	\$200
Principal Architect/Coordinator	\$200
Associate/Project Manager	\$170
Project Architect	\$145
Designer	\$125
Draftsperson	\$110
Clerical	\$70

### CIVIL ENGINEERING

#### Penfield & Smith Engineers, Inc.

	<i>Per Hour</i>
Principal Engineer	\$180
Senior I Engineer	\$145
Assistant Engineer	\$110
Principal Surveyor	\$180
Associate Surveyor	\$130
Two-Man Survey Crew	\$200
Associate CAD/LDD Tech	\$85
Tech Support	\$65

### STRUCTURAL ENGINEER

#### Nishkian Chamberlain

	<i>Per Hour</i>
Principal	\$185
Project Engineer	\$150
Engineer	\$120
Draftsman	\$110
Secretarial	\$90

### MECHANICAL, ELECTRICAL AND PLUMBING ENGINEERS

#### Budlong & Associates, Inc.

	<i>Per Hour</i>
Principal/Partners	\$155
Project Manager/Sr. Engineer	\$130
Sr. Designer/Architect	\$130
Designer	\$120
Senior Drafter/Senior CAD	\$95
Senior Administrator	\$95
Drafter/CAD	\$80
Clerical	\$55

### LANDSCAPE ARCHITECT

#### Van Atta Associates, Inc.

	<i>Per Hour</i>
Principal	\$200
Senior Associate	\$135
Associate Designer	\$100
Technical Designer	\$85
Administrative	\$65

### COST ESTIMATOR

#### Cumming

	<i>Per Hour</i>
Managing Principal	\$225
Senior Vice President/ Regional Vice President	\$205
Managing Director/ Director of Cost Management	\$185
Senior Cost Manager	\$165
Cost Manager	\$150
Cost Management Technician/Coordinator	\$110

