

**MONTEREY PENINSULA REGIONAL PARK DISTRICT
DESIGN PROFESSIONAL SERVICE AGREEMENT FOR PROJECT A – PHASE 2**

This Design Professional Service Agreement (“Agreement”) for Construction Project (“Project”), is made and effective as of June 4, 2020, by and between Monterey Peninsula Regional Park District, a special district sub-division of the State of California (“DISTRICT”) and Ten Over Studio, Inc., a corporation (“CONSULTANT”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This Agreement shall commence on June 4, 2020, and shall remain and continue in effect until tasks described herein are completed, but in no event later than June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement.

II. SERVICES

CONSULTANT shall perform the 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.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/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.

IV. DISTRICT MANAGEMENT

DISTRICT’s Supervising Ranger shall represent DISTRICT in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. DISTRICT’s General Manager shall be authorized to act on DISTRICT’s behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT’s compensation, subject to Section 5 hereof.

V. PAYMENT

(a) The DISTRICT agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Five Hundred Thirty Five Thousand Four Hundred Thirteen Dollars (\$535,413) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

(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 DISTRICT General Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by DISTRICT Manager and CONSULTANT at the time DISTRICT's written authorization is given to CONSULTANT for the performance of said services. The DISTRICT Manager may approve additional work not to exceed ten percent (10%) of the amount of the Agreement, but in no event shall such sum exceed Fifty Three Thousand Five Hundred Forty One dollars (\$53,541). Any additional work in excess of this amount shall be approved by the Governing Board.

(c) CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, 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 DISTRICT 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. The DISTRICT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. If any dispute over invoiced amounts due cannot be resolved within thirty (30) calendar days after presentation of the invoice by direct negotiation between the parties, both parties shall endeavor to resolve such dispute within thirty (30) calendar days by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect and shall be in Monterey County.

In the event legal action is necessary to enforce the payment terms of this Agreement, CONSULTANT shall be entitled to collect from the DISTRICT any judgment or settlement sums due plus reasonable attorney's fees, court costs and other expenses incurred by the CONSULTANT for such collection action and, in addition, the reasonable value of the CONSULTANT's time and expenses spent for such collection action, computed according to the CONSULTANT's

prevailing fee schedule and expense policies. In addition, interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month shall be paid by the DISTRICT on all disputed invoice amounts that are subsequently resolved in CONSULTANT's favor either by mediation or by another dispute resolution method and shall be calculated on the unpaid balance from the due date of the invoice.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The DISTRICT 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 DISTRICT suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement. In addition, CONSULTANT shall have the right to terminate this Agreement upon giving DISTRICT ten (10) calendar days prior written notice for any of the following: (1) breach by DISTRICT of any material term of this Agreement, including but not limited to Payment Terms; (2) material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes; (3) suspension of the Project or the CONSULTANT's services by DISTRICT for more than ninety (90) calendar days, consecutive or in the aggregate.

(b) In the event this Agreement is terminated pursuant to this Section, the DISTRICT shall pay to CONSULTANT for the work performed up to the time of termination. Upon termination of the Agreement pursuant to this Section, the CONSULTANT will submit an invoice to the DISTRICT pursuant to Section 3.

VII. 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, DISTRICT 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 DISTRICT Manager or his/her delegate determines that the CONSULTANT is in default in the performance of any of the terms or conditions

of this Agreement, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. If the CONSULTANT fails to cure its default within such period of time, the DISTRICT 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.

VIII. OWNERSHIP OF DOCUMENTS

(a) CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by DISTRICT 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 DISTRICT or its designees at reasonable times to such books and records; shall give DISTRICT the right to examine and audit said books and records; shall permit DISTRICT to make transcripts therefrom 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 termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement (hereinafter "Documents" shall, subject to the terms and conditions outlined herein, become the sole property of the DISTRICT and may be disposed of by the DISTRICT without the permission of the CONSULTANT. DISTRICT agrees that CONSULTANT may retain a complete copy of such documents. With respect to computer files, CONSULTANT shall make available to the DISTRICT, at the CONSULTANT's office and upon reasonable written request by the DISTRICT, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files. Notwithstanding the foregoing, DISTRICT acknowledges the CONSULTANT's Documents, including electronic files, as the CONSULTANT's instruments of professional service. Nevertheless, the Documents prepared under this Agreement shall become the property of DISTRICT upon completion of the services and payment in full of all monies due to the CONSULTANT. DISTRICT shall not reuse or make any modification to the Documents without the prior written authorization of the CONSULTANT. DISTRICT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the CONSULTANT, its officers, directors, employees and subconsultants (collectively, CONSULTANT) against any damages, liabilities or

costs, including reasonable attorney's fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the Documents by DISTRICT or any person or entity that acquires or obtains the Documents from or through DISTRICT without the written authorization of the CONSULTANT. In the event that CONSULTANT's services are terminated in accordance with this Agreement, this provision shall also apply to Documents delivered to DISTRICT after such termination. Such delivery shall be contingent upon payment in full of all monies then due CONSULTANT for services provided up to the date of termination. Under no circumstances shall the transfer of ownership of the CONSULTANT's Documents be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

IX. INDEMNITY AND DEFENSE

(a) Indemnification and Defense for Professional Services

To the fullest extent permitted by law, CONSULTANT shall indemnify, and hold harmless DISTRICT and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including reimbursement of reasonable attorney's fees and costs, to the extent they arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's duty to defend shall consist of reimbursement of defense costs incurred by DISTRICT in direct proportion to the CONSULTANT's proportionate percentage of fault. CONSULTANT's percentage of fault shall be determined, as applicable, by a court of law, jury or arbitrator.

(b) For All Other Liabilities

Notwithstanding the foregoing and without diminishing any rights of DISTRICT under Section 9.A, for any liability, claim, demand, allegation against DISTRICT arising out of, related to, or pertaining to any non-professional act or omission or operations of CONSULTANT, but which is not a design professional service, CONSULTANT shall defend, indemnify, and hold harmless DISTRICT, its officials, employees, and agents ("Indemnified Parties") from and against any and all damages, costs, expenses (including reasonable attorney fees and expert witness fees), judgments, settlements, and/or arbitration awards, whether for personal or bodily injury, property damage, or economic injury, and arising out of, related to, any concurrent or contributory negligence on the part of the DISTRICT, except for the sole or active negligence of, or willful misconduct of the DISTRICT.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached to and part of this Agreement.

XI. INDEPENDENT CONSULTANT

(a) CONSULTANT is and shall at all times remain as to the DISTRICT a wholly independent Consultant. 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 DISTRICT nor any of its officers, employees, or agents 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 DISTRICT. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against DISTRICT, or bind DISTRICT 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, DISTRICT shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for DISTRICT. DISTRICT shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal 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 all such laws and regulations. The DISTRICT, 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.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the DISTRICT in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the DISTRICT will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to

be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the DISTRICT to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of DISTRICT, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without DISTRICT's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the DISTRICT Manager or unless requested by the DISTRICT 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 DISTRICT. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives DISTRICT notice of such court order or subpoena. Notwithstanding any provision to the contrary in this Agreement, CONSULTANT shall not be restricted from disclosing any information that is reasonably necessary for CONSULTANT to disclose: (1) to CONSULTANT's employees, subconsultants and the General Contractor and subcontractors, if appropriate, or information in whatever form that is in the public domain; or (2) as part of the permitting and public entity approval process; or (3) if required as required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority; or (4) if reasonably necessary for CONSULTANT to defend itself from any legal action or claim.

(b) CONSULTANT shall promptly notify DISTRICT should CONSULTANT, its officers, employees, agents, or subconsultants 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 person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the DISTRICT. DISTRICT 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 DISTRICT and to provide the opportunity to review any response to discovery requests provided by

CONSULTANT. However, DISTRICT's right to review any such response does not imply or mean the right by DISTRICT to control, direct, or rewrite said response.

XVI. 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, which 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:

To DISTRICT: Monterey Peninsula Regional Park District
P.O. Box 223340
Carmel, CA 93922
Attention: Rafael Payan

To CONSULTANT: Ten Over Studio, Inc.
539 Marsh St.
San Luis Obispo, CA 93401
Attention: Jim Duffy

XVII. 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 DISTRICT. Because of the personal nature of the services to be rendered pursuant to this Agreement, only Ten Over Studio, Inc. shall perform the services described in this Agreement.

XVIII. 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.

XIX. GOVERNING LAW

The DISTRICT 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 jurisdiction over the DISTRICT.

XX. 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.


XXI. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of CONSULTANT warrants and represents that he/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.

CONTRACTOR:

Ten Over Studio, Inc.,
a, corporation

By: 
Jim Duffy, President

Date: 6/9/2020

DISTRICT:

MONTEREY PENINSULA REGIONAL PARK DISTRICT,
a, special district sub-division of the State of California

By: 
Shane Anderson, Board President

Date: 6/9/20

Approved as to form:

Michael J. Whilden,
District Legal Counsel

EXHIBIT A

TASKS TO BE PERFORMED & PERFORMANCE SCHEDULE

See attached Ten Over Studio, Inc. Proposal

EXHIBIT B

PAYMENT SCHEDULE

Invoices will be submitted monthly and all undisputed amounts will be paid on net 30 terms.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of DISTRICT, and prior to commencement of Work, CONSULTANT shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to DISTRICT.

General Liability insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

Workers' Compensation insurance. CONSULTANT shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

Umbrella or Excess Liability insurance. *[Optional depending on limits required]*. CONSULTANT shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;

- Concurrency of effective dates with primary policies;
- Policies shall “follow form” to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. **CONSULTANT shall provide certificates of insurance** to DISTRICT as evidence of the insurance coverage required herein, **along with a waiver of subrogation endorsement** in favor of DISTRICT, its elected or appointed officers, agents, officials, employees and volunteers **for workers’ compensation**. Insurance certificates and endorsements must be approved by DISTRICT’s Risk Manager **prior to commencement of performance**. Current certification of insurance shall be kept on file with DISTRICT at all times during the term of this contract. DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. 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 CONSULTANT, his agents, representatives, employees or subconsultants.

Primary/noncontributing. Coverage applicable to General Liability, Umbrella or Excess Liability and Automobile Liability provided by CONSULTANT shall be primary and any insurance or self-insurance procured or maintained by DISTRICT shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of DISTRICT before the DISTRICT’s own insurance or self-insurance shall be called upon to protect it as a named insured.

DISTRICT’s rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, DISTRICT has the right but not the duty to obtain the insurance it deems necessary and any premium paid by DISTRICT will be promptly reimbursed by CONSULTANT or DISTRICT will withhold amounts sufficient to pay premium from CONSULTANT payments. In the alternative, DISTRICT may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders’ Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best’s Key Rating Guide, unless otherwise approved by the DISTRICT’s Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against DISTRICT, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against DISTRICT, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of contract provisions (non-estoppel). CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of the DISTRICT to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the DISTRICT nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to DISTRICT with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that DISTRICT and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to DISTRICT and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or

involved in the project by CONSULTANT, provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. CONSULTANT agrees that upon request, all agreements with CONSULTANTS, subcontractors, and others engaged in the project will be submitted to DISTRICT for review.

DISTRICT's right to revise specifications. The DISTRICT reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in additional cost to the CONSULTANT, the DISTRICT and CONSULTANT shall renegotiate CONSULTANT's compensation prior to implementation of the change in the amounts and types of insurance required herein.

Self-insured retentions. Any self-insured retentions must be declared to and approved by DISTRICT. DISTRICT reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by DISTRICT.

Timely notice of claims. CONSULTANT shall give DISTRICT prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

EXHIBIT D

CONSULTANT'S PROPOSAL

See attached Consultant Proposal



ARCHITECTURAL AND ENGINEERING SERVICES

RANCHO CANADA UNIT @ PALO CORONA REGIONAL PARK

DATE

May 22, 2020

CLIENT

Monterey Peninsula Regional Park District
Rafael Payan, General Manager
4860 Carmel Valley Road, Carmel, CA 93923

ARCHITECT

Jim Duffy - TEN OVER STUDIO INC
539 Marsh Street, San Luis Obispo, CA 93401 - W 805.541.1010 M 805.540.8896 - jimd@tenoverstudio.com

PROJECT

Rancho Canada Unit - Project A - Phase 2
Operations Maintenance Building, Ranger Station Addition, Pre-fabricated Modular Restroom Building

PROJECT UNDERSTANDING

The Monterey Peninsula Regional Park District (MPRDP) is seeking architectural and engineering services to renovate their existing Operations Maintenance Building with a new Ranger Station addition. The new prefabricated modular Restroom Building that will serve the public will be an additive alternate to the project.

Site improvements will include a new patio immediately adjacent to the east of Ranger Station, new landscaping and stormwater management around the Operations Maintenance Building along with improvements to the existing truck washing pad. A gated parking area to the east of the Ranger Station for District vehicles and equipment and site improvements to the new prefabricated modular restroom building will be an additive alternate.

In future phases of this project, the design team will complete the design for a new Dog Park with separate fenced areas for small and large dog breeds. Surface areas for the dog parks may be a mixture of mulch, natural groundcover, and decomposed granite. Site improvements include improving the gravel overflow parking lot with lighting near the new Dog Park and new paved parking area near the existing Snack Shack.

This design team scope of work and fees proposal are for Phase 2 components only.

PHASE 2 - SCOPE OF WORK

Existing Operations and Maintenance Building

The existing +/- 12,000 SF Operations Maintenance Building was the former golf cart barn. The District desires to seismically retrofit and renovate the building to accommodate their operations and maintenance personnel and equipment to meet OSHA and ADA requirements. The building will be used as shop spaces and parking for vehicles and equipment. The existing roof is leaking and there is significant termite and weather damage to the existing structure.

TEN OVER STUDIO INC
805.541.1010
539 Marsh Street
San Luis Obispo, CA
info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



New Ranger Station Addition

The new +/- 2,500 SF Ranger Station addition to the existing Operations and Maintenance Building will include new office spaces, conference room, and support spaces for the rangers. The new addition will be placed immediately adjacent to the existing Operations and Maintenance Building and seismically separated. Adjacent to the new Ranger Station will be a small fleet parking area as an additive alternate to the project. The parking area will be enclosed for security purposes.

New Prefabricated Restroom Building

A new 500 SF prefabricated Restroom Building with 4 gender neutral restrooms and 1 ADA compliant family style restroom. Drinking fountains for people and dogs, hitching posts and bench seating are desired for users outside of the Dog Park. Equipment and materials storage specific for the Dog Park will occur at the utility room at the Restroom Building.

FUTURE PHASES

There will be future phases of work for this project to include the New Dog Parks and the Gravel Overflow Parking Lot.

New Dog Park

The new Dog Park will have two separate fenced areas for dogs to be off leash. The large dog and small dog areas will be ADA accessible. The Dog Park should be designed to include future portable elements for agility and play. The Large Dog Park will be approximately 2 1/3 acres and the Small Dog Park will be approximately 1/2 acre. No lighting or power is needed in the Dog Park.

The parks fence style will use wood top rail and posts with woven metal wire material that will be buried into the ground and 5 feet high above grade. A double vestibule and entry gate design will be used to allow for safe entry and exiting into each park. There will be dog waste stations, and water stations within the parks. The Large and Small Dog Parks will be designed to accommodate future shade structures for guest use.

New Gravel Overflow Parking Lot

Improvements to the existing parking area are needed to create ADA compliant parking spaces and ADA compliant pedestrian pathways to the Restroom Building and Dog Parks. Landscaping and lighting is desired to enhance the areas immediately around the parking lot. A new trailhead leading to a number of existing trails is desired.

Wayfinding and signage for the Dog Park and Gravel Parking Lot will be developed for this project by the District's consultant.

Master Plan for CALFIRE Emergency Staging Area and Helipad

The District has identified a large portion of the site that can be used for a CALFIRE Emergency Staging Area. The areas defined for CALFIRE emergency operations includes the existing gravel overflow parking lot for administrative parking and the large dog park for supplies distribution. The small dog park may be utilized by the local SPCA during emergencies as well. CALFIRE would like the option to use the new Ranger Station addition and the existing Operations and Maintenance Building for small incidents or as a command center for the first few days of a large incident.

CALFIRE anticipates conditioning the main access point along Carmel Valley Road, the fire access road(s), and the defined staging areas within the conceptual site layout once to twice a year. Existing utilities in the staging area may be used. The District does not need to provide any other improvements or utilities for the



CALFIRE Emergency Staging Area. CALFIRE has determined that a Helipad at this location is not desirable or needed. No further work on the Master Plan for the CALFIRE Emergency Staging Area is needed.

Existing Project Documentation

The District's consultant has provided as-built drawings of the existing site and the Operations and Maintenance Building. They have also provided topographic survey files and utilities and easement plans as well. The records of existing infrastructure and utilities still need to be verified in the field.

The TEN OVER STUDIO team will rely on the District's consultant for existing building and site information for this project. The A/E team will still need to reach out to the utility companies and the County of Monterey to verify project documentation and permit history.

The TEN OVER STUDIO team has completed Phase I services for this project and have used the findings to define the Phase 2 scope of services needed to complete this project.

SCOPE OF SERVICES

DESIGN PHASE I - COMPLETED

- Task A Operations & Maintenance and Dog Park & Restroom Program Refinement
- Task B Emergency Staging Area and Helipad Outreach
- Task C Site and Building Design Charrette
- Task D Project Budget
- Task E Feasibility Study

DESIGN PHASE 2 - PROJECT DESIGN AND IMPLEMENTATION

- Task A Project Management
- Task B Tier 1 Seismic Assessment
- Task C Schematic Design
- Task D Design Development
- Task E Construction Documents
- Task F Permitting
- Task G Bid Assistance
- Task H Construction Administration
- Task I Stormwater Management

Please refer to each specific task description to understand the full scope of work, deliverables, and meetings included for this project. This proposal includes professional architecture, structural engineering, mechanical engineering, electrical engineering, civil engineering, landscape architecture, and cost estimation services. Geotechnical services and topographic survey services will be provided by District consultants.

TEN OVER STUDIO INC
805.541.1010
539 Marsh Street
San Luis Obispo, CA
info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



PHASE 2

TASK A: PROJECT MANAGEMENT

With TEN OVER STUDIO's leadership on your project, we will pro-actively manage the project and schedule regular meetings with the District's project team to keep the lines of communications open. To manage the process and deliver a successful project, the core TEN OVER STUDIO project team will remain on the project from the beginning to completion.

Our Project Manager is the main point of contact representing the TEN OVER STUDIO team throughout the project. The project manager will oversee the approach and development of each component of the project. It is our Project Manager's responsibility to clearly understand the scope of work, deliverables and timeline for completion on this project.

Our team will manage the day to day communications with the engineering consultants and their scope of work and deliverables. We will coordinate our work with the District's consultants as well. TEN OVER STUDIO will prepare and negotiate consultant agreements with each engineering consultant to align with the District's prime agreement.

The TEN OVER STUDIO team will update the project budget to reflect the hard construction costs, and adjustments to construction market escalations, and assumptions for soft costs such as professional fees, furnishings, permits, special inspections, moving costs, owner equipment, contingencies, and other District costs for the project.

TEN OVER STUDIO will prepare the initial project schedule to show the major project milestones, durations for each task, periods for District team review, and durations for agency permitting. The project schedule will be updated at each project design milestone/task.

Deliverables:

- Updated Project Budget
- Updated Project Schedule

Meetings:

- Included in Tasks for each project milestone

Client Participation:

- Provide timely decisions regarding the project budgets and schedules
- Review and approval of each milestone project budget and schedule

TASK B: TIER 1 SEISMIC ASSESSMENT

Given that the existing Operations and Maintenance Building was likely constructed in the 1960's - 1970's, it is probable that the building may have some seismic deficiencies such as lack of shear walls or hold downs. The TEN OVER STUDIO team will prepare an ASCE 41 Tier 1 seismic assessment of the building to determine the structural deficient elements of the building structure.

Deliverables:

- ASCE 41 Tier 1 Seismic Assessment Report

Meetings:

- One (1) job site visit to review building structure.

Schedule:

- 4 to 6 weeks and concurrent with Task C.



Client Participation:

- District will prepare and send official notification to Departments prior to the field investigation work to identify any work conflicts

TASK C: SCHEMATIC DESIGN

TEN OVER STUDIO will prepare Schematic Design level architectural drawings and prepare engineering design narratives and sketches on the existing and new building systems to provide an approach for renovating the existing Operations and Maintenance Building and design of the new Ranger Station addition.

Site improvements include the immediate area surrounding the existing Operations and Maintenance Building and new Ranger Station addition.

Our team will prepare the design of the Restroom Building along with associated site improvements to the immediate area surrounding the building as an additive alternate. The small fleet parking area adjacent to the new Ranger Station will also be an additive alternate to the project

Tasks:

- Work with the District on the design of the facility
- Prepare engineering narratives and sketches on the design of the new and renovated facilities

Deliverables:

- Develop the schematic design package to include:
 - Architectural drawings
 - Site Plan
 - Floor Plans
 - Building Elevations
 - Building Section
 - Roof Plans
 - Design Narrative
 - Landscape Architecture drawings
 - Landscape Plans
 - Design Narrative
 - Civil Engineering Design Narratives and Sketches
 - Structural Engineering Design Narratives and Sketches
 - Mechanical Engineering Design Narratives and Sketches
 - Plumbing Engineering Design Narratives and Sketches
 - Electrical Engineering Design Narratives and Sketches
 - Independent construction cost estimate
 - Meeting notes

Schedule:

- 6 weeks and concurrent with Task B.

Meetings:

- One (1) meeting to present the schematic design package to District Team. (Meeting to occur in Carmel)

TEN OVER STUDIO INC
805.541.1010
539 Marsh Street
San Luis Obispo, CA
info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



TASK D: DESIGN DEVELOPMENT

Based on the approved Schematic Design task, TEN OVER STUDIO and our consultant team will develop the building systems for the project. For the design development task, the Architectural and Engineering team will design and layout of the basic engineering systems. The construction cost estimate will be prepared to reflect the detailed information developed in this task.

Decisions made in this phase are evaluated based on operational needs, durability, operations and maintenance, initial and long term costs, sustainability, and other priorities identified in the District's program and Schematic Design package.

Tasks:

- Develop the design development package to include:
 - Architectural drawings
 - Civil Engineering drawings
 - Structural Engineering drawings
 - Mechanical Engineering drawings
 - Plumbing Engineering drawings
 - Electrical Engineering drawings
 - Landscape Architecture drawings
 - Outline specifications
 - Independent construction cost estimate

Deliverables:

- Design Development Package
- Meeting Notes

Schedule:

- 8 weeks

Meetings:

- One (1) meeting to present the design development package to District. (Meeting to occur in Carmel)

Client Participation:

- Provide timely decisions regarding the design
- Review and approval of design development package

TASK E: CONSTRUCTION DOCUMENTS

Based on the District comments on the approved Design Development package, TEN OVER STUDIO and our consultant team will proceed with the preparation of the construction documents. These drawings and specifications will set forth in detail the requirements for construction and will establish the quality levels of materials and engineering systems in order to submit for permit review. TEN OVER STUDIO will work with the Monterey County Building Department during the construction document phase to coordinate code issues for a smooth permit process.

Tasks:

- Develop 90% construction documents package with implementation phasing for building permit submittal to include:
 - Architectural drawings
 - Engineering drawings

TEN OVER STUDIO INC
805.541.1010
539 Marsh Street
San Luis Obispo, CA
info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



- Landscape drawings
- Written specifications
- Title 24 Report
- Structural Calculations
- 90% CD milestone construction cost estimate
- Assist the District team in preparing the front end specification (Division 1 and General Conditions)

Deliverables:

- Meeting Notes
- 90% construction document package (for client review and permit submittal)

Schedule:

- 8 weeks

Meetings:

- One (1) 90% construction document review meeting. (Meeting to occur in Carmel)

Client Participation:

- Attendance of District and TEN OVER STUDIO team meetings
- Provide timely decisions regarding design and cost
- Provide District standard Division 1 and General Condition specifications

TASK F: PERMITTING

TEN OVER STUDIO will submit the 90% Construction Documents to the Monterey County Building Department for plan check at the end of the Construction Documents task. TEN OVER STUDIO will respond to the plan check comments received in writing and prepare documentation for building permit ready status. During this task, modifications to the documents may occur as a result of District Team review comments and TEN OVER STUDIO's in-house QA/QC review. TEN OVER STUDIO will incorporate Monterey County plan check, TEN OVER STUDIO in-house QA/QC, and District review comments into the final set for permit approval.

TEN OVER STUDIO strongly recommends that the bidding process does not start until all District permits are signed-off and are ready to be "pulled".

Tasks:

- Submit to District for building permit
- Respond to plan check comments
- TEN OVER STUDIO in-house QA/QC process

Deliverables:

- Building Permit application
- 90% Construction Documents submittal for permit review and approval
- Plan check revisions

Schedule:

- 12 to 16 weeks

Meetings:

- One (1) meeting to review plan check comments with the building department. (Meeting to occur in Monterey)

TEN OVER STUDIO INC
805.541.1010
539 Marsh Street
San Luis Obispo, CA
info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



Client Participation:

- District to pay plan check fees and other permitting fees
- Attendance of TEN OVER STUDIO and agency meetings

TASK G: BIDDING ASSISTANCE

TEN OVER STUDIO and our consultant team will assist the District during the bidding phase to respond to bidder questions, prepare addendums, assist with the pre-bid meeting, and assist with the review of bids.

Tasks:

- Deliver permit ready, 100% construction documents for bidding
- Assist the District with the preparation of phased implementation bid documents, advertisement and outreach to plan rooms and general contractors
- Respond to bidder questions
- Prepare bid addendums

Deliverables:

- 100% construction documents for bidding
- 100% CD milestone construction cost estimate
- Prepare (2) bid addendums

Schedule:

- 6 to 8 weeks

Meetings:

- One (1) pre-bid meeting with District team and potential bidders. (Meeting to occur in Carmel)
- One (1) meeting with District team to open and review bids. (Meeting to occur in Carmel)

Client Participation:

- District to prepare bid instructions and documents such as Division 0 specifications
- Prepare and submit project bid advertisement to local, Monterey County and NoCal newspapers
- Submit bid documents to local, Monterey County and NoCal plan rooms

TASK H: CONSTRUCTION ADMINISTRATION

Through the construction phase, TEN OVER STUDIO and our consultant team will be available to provide construction support. The TEN OVER STUDIO team will work with District representatives and the general contractor to address field questions, prepare clarifications when needed, and to review submittals and shop drawings.

For the purposes of this scope of work, TEN OVER STUDIO has based the scope and fee for the construction administration task on a 10-month construction duration for the entire project.

At substantial completion of the project construction, TEN OVER STUDIO and our consultant team will provide construction close-out and documentation support. The TEN OVER STUDIO team will work with District representatives and the general contractor to gather and review O&M manuals, as-built drawings, approved/processed submittals and shop drawings.

Deliverables:

- Respond to Requests for Information (RFIs)
- Issue supplemental information/instructions for clarification
- Review contractor prepared submittals and shop drawings



- Review contractor change orders
- Review contractor pay applications
- One (1) round of substantial completion/punch list review
- One (1) round of review of Contractor prepared O&M documentation
- Prepare cad files for record drawings based on contractor provided red-lined/mark-ups. AutoCAD files and .pdf files on one (1) CD

Schedule:

- 43 weeks

Meetings:

- One (1) pre-construction meeting (Meeting to occur in Carmel)
- 10 job site meetings and observations and 10 web based meetings. We anticipate one (1) meetings/site visit every month for 10 months. (Meetings to occur in Carmel).
- One (1) job site visit to prepare punch lists (Meeting to occur in Carmel)
- One (1) job site visit to review/finalize punch list items (Meeting to occur in Carmel)
- One (1) meeting with District to review project closeout documentation. (Meeting to occur in Carmel)

Client Participation:

- District to pay final permit fees
- Attendance of TEN OVER STUDIO, agency and construction meetings

TASK I: STORMWATER MANAGEMENT

Concurrent with the Design Development Task, our civil engineering team will prepare a conceptual layout and approach to low impact development (LID), storm water quality pollutant control and drainage features.

Stormwater management is required for the project site. The services associated with incorporating stormwater management measures in accordance with the Central Coast Regional Water Quality Control Board NPDES Permit regulations. The civil engineering team will work with the landscape architect to identify opportunities for low impact design (LID) elements at the site such as self-retaining and bio retention areas.

Storm Water Pollution Prevention Plan (SWPPP)

The project is greater than one acre and a project SWPPP will be required. The TEN OVER STUDIO team has excluded services associated with the preparation of a project SWPPP document in accordance with the Construction General Permit Order 2009-0009-DWQ as amended by Order 2010-0014-DWQ, administered by the State Water Resources Control Board (SWRCB). It is assumed the General Contractor will prepare and submit the site SWPPP as required and in accordance with the Construction General Permit.

Deliverables:

- One (1) LID conceptual layout to be used for the final engineering design

Meetings: *None*

Client Participation:

- Provide timely decisions regarding the design
- Review and approval of LID design solutions

TEN OVER STUDIO INC
805.541.1010
539 Marsh Street
San Luis Obispo, CA
info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



ARCHITECTURAL AND ENGINEERING SERVICES RANCHO CANADA UNIT @ PALO CORONA REGIONAL PARK TEN OVER STUDIO TEAM FEE SCHEDULE

DATE
May 22, 2020

ESTIMATED FEE SCHEDULE

FEE NOTES

- This fee proposal is based on the information on the completed Phase I - Feasibility Study work for Project A.
- Project A includes renovation of the Operations/Maintenance Building, Ranger Station addition to the existing Operations/Maintenance Building, Pre-fabricated Restroom (additive alternate), and the Ranger Station parking lot (additive alternate).
- No work is included for the large dog park, small dog park, overflow gravel parking lot and the bridal suite parking area
- The conceptual level construction cost estimate for this project is \$1,980,171.
- The conceptual level construction cost estimate for the additive alternates for this project is \$1,236,817.
- The Reimbursables Budget will be used for incidental expenses incurred by THE ARCHITECT and our sub consultants who perform services for the Project at actual cost plus 20% to cover overhead and administrative expenses. Reimbursable expenses shall include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, fees paid to authorities having jurisdiction over the Project, travel expenses (transportation / automobile / lodging / meals). Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate. In house printing and photocopies for direct use towards the project shall be charged at a rate of \$.20 per B&W & \$.65 per color.

EXCLUSIONS

Unless noted otherwise, the following services are not included in the Scope of Work or Fee Proposal. Many of them are available upon request as additional services.

- We recommend the District consider having the electrical engineering team prepare an electrical load capacity study. The electrical load can be determined by installing 30-day load recording meters at specific distribution panels within the existing facility/campus. This is not included in the scope of work and fee at this time.
- Potholing for existing underground utilities
- Fire sprinkler / fire alarm design and engineering services (assumed to be design-build)
- Electrical load capacity study and metering
- Energy Modeling or Building Commissioning
- Geotechnical Investigation and Engineering
- Topographic survey
- Security system design services
- Communications, audio / visual system design services
- On-site and off-site temporary facilities design services
- Design, Specification, and/or purchasing of furnishings and specialty equipment
- Project Entitlement Process and Planning Application
- Environmental Studies and CEQA (Traffic, Noise, Flood, EIR / Initial Study / Mitigated Neg Dec)
- QSD Services and Storm Water Pollution and Prevention Plan (SWPPP)

SAN LUIS OBISPO, CA
539 Marsh Street
805.541.1010

BEND, OR
541.648.1010

info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS



- Value engineering services
- Building and systems commissioning
- O&M Manual preparation
- Determining capacity of existing utilities (power, water, sewer system)
- Material testing and inspections
- Off-site work outside the project boundaries
- Hazardous Materials testing, reports, or recommendations for removal
- Permits and Application Fees
- Utility applications and/or fees
- Building Information Modeling (BIM)
- Illustrative renderings
- LEED documentation and processing

NOTES

- Only drawings specifically titled CONSTRUCTION DOCUMENTS with the ARCHITECT'S signed stamp are intended for construction. Construction based on any other version of the drawings is at CLIENTS' risk.
- Drawings and support documents will not be submitted to the Planning or Building Departments until all invoices to date have been paid.
- Modifications requested after designs were approved will be billed as additional services on an hourly basis above and beyond estimated or fixed fees
- The ARCHITECT reserves the right to additional compensation if the CLIENT changes the scope of work and if the CLIENT increases the project construction costs as a result of CLIENT changes.
- The ARCHITECT reserves the right to adjust hourly rates on an annual basis
- The ARCHITECT reserves the right to photograph the finished project for marketing purposes
- The ARCHITECT reserves the right to install a job site sign on the CLIENTS project property during design and construction of the project
- Reimbursable receipts are available upon request
- Additional work not included in the services scope and fees will require a signed contract amendment or additional services agreement prior to the start of such work.

SAN LUIS OBISPO, CA

539 Marsh Street
805.541.1010

BEND, OR

541.648.1010

info@tenoverstudio.com
tenoverstudio.com

CLIENTS INITIALS

MONTEREY PENINSULA REGIONAL PARK DISTRICT
RANCHO CANADA UNIT @PALO CORONA REGIONAL PARK
PROJECT A - PHASE 2

PIC	JULIA	PM	CANDICE	ARCH	CAITLIN	LA	JULIA	LA	JULIANNA	%	CONSULT MARKUP	CIVIL	STRUCTURAL	MECHANICAL	ELECTRICAL	COST
												WHITSON	BCA	3C	THOMA	CUMMING

ESTIMATED FEE SCHEDULE

160 \$ per hour 175 \$ per hour 95 \$ per hour 160 \$ per hour 105 \$ per hour 5% markup

TASKS	ESTIMATED FEE																
TASK A PROJECT MANAGEMENT	ESTIMATED FEE																
Project Management	\$7,000	0	\$0	40	\$7,000	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Budget	\$9,560	16	\$2,560	40	\$7,000	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Project Schedule	\$9,560	16	\$2,560	40	\$7,000	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	\$26,120																
TASK B TIER 1 SEISMIC ASSESSMENT	ESTIMATED FEE																
ASCE 43 Tier 1 Seismic Assessment Report	\$4,900	0	\$0	4	\$700	0	\$0	0	\$0	0	\$0	\$4,200	\$0	\$4,000	\$0	\$0	\$0
Consultant Coordination	\$350	0	\$0	2	\$350	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	\$5,250																
TASK C SCHEMATIC DESIGN	ESTIMATED FEE																
Schematic Design Package	\$46,860	0	\$0	40	\$7,000	120	\$11,400	2	\$320	12	\$1,260	\$26,880	\$7,500	\$4,000	\$9,300	\$5,250	\$5,990
Meeting and Meeting Notes	\$4,410	0	\$0	8	\$1,400	16	\$1,520	8	\$1,280	2	\$210	\$0	\$0	\$0	\$0	\$0	\$0
Consultant Coordination	\$8,370	0	\$0	24	\$4,200	40	\$3,800	1	\$160	2	\$210	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	\$59,640																
TASK D DESIGN DEVELOPMENT	ESTIMATED FEE																
Design Development Package	\$72,163	0	\$0	40	\$7,000	200	\$19,000	4	\$640	16	\$1,680	\$43,843	\$10,600	\$11,000	\$4,400	\$8,725	\$7,030
Meeting and Meeting Notes	\$4,410	0	\$0	8	\$1,400	16	\$1,520	8	\$1,280	2	\$210	\$0	\$0	\$0	\$0	\$0	\$0
Consultant Coordination	\$8,580	0	\$0	24	\$4,200	40	\$3,800	1	\$160	4	\$420	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	\$85,153																
TASK E CONSTRUCTION DOCUMENTS	ESTIMATED FEE																
90% Construction Document Package	\$123,695	16	\$2,560	80	\$14,000	240	\$22,800	8	\$1,280	24	\$2,520	\$80,535	\$17,300	\$27,500	\$8,800	\$15,700	\$7,400
Meeting and Meeting Notes	\$4,410	0	\$0	8	\$1,400	16	\$1,520	8	\$1,280	2	\$210	\$0	\$0	\$0	\$0	\$0	\$0
Consultant Coordination	\$8,740	0	\$0	24	\$4,200	40	\$3,800	2	\$320	4	\$420	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	\$186,845																
TASK F PERMITTING																	
Building Permit Package	\$17,790	0	\$0	16	\$2,800	40	\$3,800	0	\$0	8	\$840	\$10,290	\$3,800	\$4,000	\$2,200	\$0	\$0
Plan Check Revisions	\$9,480	0	\$0	24	\$4,200	40	\$3,800	4	\$640	8	\$840	\$0	\$0	\$0	\$0	\$0	\$0
QA/QC Review	\$5,120	32	\$5,120	0	\$0	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meeting	\$2,680	0	\$0	8	\$1,400	0	\$0	8	\$1,280	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consultant Coordination	\$6,600	0	\$0	16	\$2,800	40	\$3,800	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	\$41,670																
TASK G BIDDING ASSISTANCE																	
100% Construction Document Package	\$15,599	0	\$0	16	\$2,800	40	\$3,800	2	\$320	8	\$840	\$7,833	\$4,180	\$0	\$1,100	\$700	\$1,480
2 Addendums	\$6,800	0	\$0	24	\$4,200	24	\$2,280	2	\$320	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Meetings	\$2,800	0	\$0	16	\$2,800	0	\$0	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Consultants Coordination	\$3,620	0	\$0	12	\$2,100	16	\$1,520	0	\$0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TASK SUBTOTAL	\$28,819																

ATTACHMENT 2-C

TASK	CONSTRUCTION ADMINISTRATION																			
	Construction Administration	\$74,333	0	50	120	\$21,000	280	\$26,600	4	\$640	8	\$840		\$25,253	\$4,800	\$12,500	\$2,200	\$4,550	\$0	
	Pre-Construction Meeting	\$2,160	0	50	8	\$1,400	8	\$760	0	\$0	0	\$0		\$0						
	10 Job Site Meetings + 10 Web Based Meetings	\$20,540	0	50	100	\$17,500	32	\$3,040	0	\$0	0	\$0		\$0						
	Punch List review	\$5,600	0	50	16	\$2,800	16	\$1,520	8	\$1,280	0	\$0		\$0						
	O&M Documentation Review	\$2,800	0	50	8	\$1,400	8	\$760	4	\$640	0	\$0		\$0						
	As-Built CAD Drawings	\$4,220	0	50	0	\$0	40	\$3,800	0	\$0	4	\$420		\$0						
	Consultant Coordination	\$10,800	0	50	40	\$7,000	40	\$5,800	0	\$0	0	\$0		\$0						
	TASK SUBTOTAL	\$120,453																		
TASK	TERMINATED CONTRACT																			
	LID Conceptual Layout	\$10,540	0	50	2	\$350	0	\$0	2	\$320	0	\$0		\$9,870	\$9,400	\$0	\$0	\$0	\$0	
	Consultants Coordination	\$990	0	50	2	\$350	0	\$0	4	\$640	0	\$0		\$0						
	TASK SUBTOTAL	\$11,530																		
	Estimated Fee Subtotal	\$ 515,413																		
	<i>Team Member Totals -></i>		80	\$12,800	810	\$141,750	1352	\$128,440	80	\$12,800	104	\$10,920	0	\$208,703	\$57,380	\$63,000	\$22,000	\$34,925	\$21,460	
Labor Subtotal		\$ 515,413																		
Reimbursable Budget		\$ 20,000																		
Estimated Fee Grand Total		\$ 535,413																		