



Labib Funk + Associates
Structural | Civil Engineers



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May 9, 2021 (Updated Design)

Legendary East Pasadena
c/o G. Graham Ferrier/CEO-Design Director
Ferrier Architecture Studio
2404 Wilshire Blvd., Unit 1D
Los Angeles, CA 90057

Subject: RMU/380 S. Rosemead Blvd. Mixed Use with Multifamily, Retail, Amenities, and Parking Project
380 S. Rosemead Blvd., Pasadena, CA 91107
Civil Engineering Proposal

Labib Funk + Associates (JLA) appreciates the opportunity to provide subject project revised proposal based on request for proposal due to redesign of project per revised architectural drawings provided with April 16, 2021 email from Graham Ferrier. This proposal is based on revised March 23, 2021 architectural drawings prepared by Ferrier Architecture Studio (fAS) and geotechnical report dated August 21, 2019 by Geotechnologies.

Project Description

1. Project includes seven floor and roof levels at and above grade and two floor levels below grade. Building occupancy is mixed use with multifamily residences, amenities, retail, and parking with 193 rental apartment units and 174 parking spaces. Below grade levels do not extend below historic groundwater level which is reported by Geotechnologies to be 28 feet below grade although footing foundations.
2. New public sidewalk, curb and gutter adjacent to the project on Oakdale Avenue and Walnut Drive.
3. Replacement of existing driveway apron on Rosemead Blvd. with new curb, gutter and sidewalk.

Project Scope

Civil Engineering Plans

1. *Demolition Plan*
Prepare a Demolition Plan identifying site improvements to be demolished and/or protected in place.
2. *Erosion Control Plan*
Prepare and Erosion Control Plan detailing the appropriate Best Management Practices (BMPs) to be implemented during construction to reduce erosion from construction activities. The Erosion Control Plan will be prepared at a minimum 1"=20' scale with attached details as required.
3. *Grading and Drainage Plans*
Prepare Rough Grading, Fine Grading and Drainage Plans for the new building and site improvements to City of Pasadena standards. Grading and drainage plans will be prepared at 1"=10' scale with attached details as required. Earthworks calculations will be prepared for cut and fill estimates.

4. *Low Impact Development Plan (LID)*

Prepare an LID Plan to meet the City of Pasadena requirements. We understand the LID scope of work to include the following:

- Work with the project team to address the LID storm water regulations and appropriate BMP selection for the project site. Prepare project worksheet and calculations justifying BMP design criteria and considerations as stated in the City's LID manual.
- Prepare plans and exhibits, including location, size, capacity, and details of all BMPs on plan, discharge location, pervious and impervious areas.
- Prepare BMP Maintenance Plan.
- Assist with preparation and filing of BMP Maintenance Covenant and Agreement.
- Meet with the City staff as required to obtain approval of the LID design.

5. *Utility Plan*

Prepare a Utility Plan for site sanitary sewer, domestic water and fire water piping from connections to the public main service to a point of connection to the building plumbing piping 5 feet outside the building. Utilities by others will be shown for location purposes. Utility plan will be prepared at 1"=10' scale with attached details as required.

6. *Paving Plan*

Prepare a Paving Plan for site concrete and asphalt paving areas. Paving plan will be prepared at 1"=20' scale with attached details as required.

7. *City of Pasadena Off-Site Improvement Plans (NOT Caltrans)*

Prepare off-site improvement plans to meet City of Pasadena standards for the scope described above. We understand the off-site scope of work to include the following:

Phases

Schematic Design / Design Development Phase

1. Review the project survey and geotechnical report and advise client on impacts to civil systems.
2. Obtain available as-builts of existing public utility infrastructure and review for potential impacts to the proposed design.
3. Consult with Public Agencies to determine civil engineering permitting requirements.
4. Coordinate with the Architect to determine site grading scheme.
5. Coordinate with project team to determine storm water mitigation strategy.
6. Coordinate with the Architect and Plumbing engineer to determine utility points of connection to the building.
7. Consult with utility purveyors to determine service connection locations and requirements (sanitary sewer, domestic and fire water only).
8. Prepare Schematic and Design Development level plans in Autocad.
9. Participate in project work sessions that might be required (3 sessions).



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10. Cooperate with the Owner, Architect, and General Contractor in their preparation of cost estimates.
11. Review the Design Development drawings prepared by other consultants and prepare a list of design concerns and considerations related to civil engineering.

Construction Document Phase

1. Prepare Civil Engineering Construction Document Plans including Site Demolition, Erosion Control, Fine and Rough Grading, Drainage/LID, Utility and Paving and all required notes and associated details as defined above.
2. Prepare project specifications for the civil systems as required.
3. Civil drawings and calculations shall be “signed and sealed” as required by the permitting agency in order to obtain a building permit.
4. Assist the architect in coordination with the project’s consultants relative to civil impacts to their work.
5. Produce, as required by local jurisdictional authorities, hydrology calculations in order to facilitate review of the documents for permit.
6. Participate in project work sessions that might be required (3 sessions).
7. Assist the Client in obtaining plan check approval for the civil portion of the work.
8. Respond to comments on the civil documents as required.
9. Meet with the plan reviewing agency, as required, to facilitate the plan check process.

Construction Administration Phase

1. Visit the site at intervals appropriate to the stage of construction, milestones or as otherwise agreed by the Owner, to become familiar with the progress of the work and to determine whether construction is generally proceeding in accordance with the Civil Construction Documents. (4 Visits-Up to 10 hours included in our base fee).
2. Complete storm water observation report as required by the City.
3. Respond to civil “Requests for Information” with the Contractor, through the Designer.
4. Advise and consult with the Owner, Designer and other consultants during the Construction Administration phase.
5. Review submittals for conformance with the civil design.
6. Prepare record drawings upon completion of the project if requested.

Assumptions

1. A siteplan will be prepared by the Architect and provided to JLA in AutoCAD format.
2. The Architect will obtain required fire department approvals of the site plan.



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3. The design team will work together to address the City of Pasadena LID requirements early in the project development phase. Due to the LID requirements, a portion of the site may need to be allocated for storm water management features.
4. We understand that the area of land disturbance is greater than one acre and that a Storm Water Pollution Prevention Plan (SWPPP) will be required. Preparation of SWPPP and acting as Qualified SWPPP Developer (QSD) are included in this proposal. It is assumed that the owner will retain a Qualified SWPPP Practitioner (QSP) during construction as that is not included in the scope of this proposal.
5. A Geotechnical report including recommendations for grading, paving, and storm water infiltration, will be provided for our use.
6. The existing municipal utilities are sufficient to support the proposed improvements. Existing utility capacity studies are not included in JLA's basic services.
7. The project is not a multi-phased project. One set of construction documents will be prepared for permit and construction.
8. Storm drainage is anticipated to empty to the curb face via gravity flow. New storm drain connections and/or sump pump design are not included in JLA's basic services.
9. The design of electrical, telecommunications, and gas line service laterals and distribution network and coordination with their respective purveyors will be performed by the Mechanical, Electrical, and Plumbing (MEP) engineer. JLA will assist in the horizontal and vertical alignments.
10. There are no major utilities that will require relocation as a part of this project.
11. If a Haul Route is required as part of this project, JLA will provide supplemental information and earthwork calculations. It is assumed the filing and processing of all documentation associated with the Haul Route Hearings will be performed by others.
12. Off-site improvements are limited to the scope described in the project description above.
13. Rosemead Avenue is Caltrans Highway 164. We assume that improvements to Rosemead are limited to the driveway apron removal only.
14. Traffic engineering and street lighting design services, if required for the preparation of the off-site package, and are not included in the scope of this proposal. We assume the owner will retain a traffic engineer for this scope of work.
15. Other work not included – EIR technical documents or reports, retaining wall plans, easement preparation/processing, tract/parcel mapping or lot ties, street lighting plans, traffic plans, signing and striping plans, methane design, cost estimates.
16. Plan submittal and permit clearance processing is not included in the scope of this proposal. If requested by the client, this can be provided at the hourly rates shown below.



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Fee

We propose to provide the civil engineering services described above for the lump-sum-fees below, plus customarily reimbursed expenses in accordance with our *General Terms of Agreement*, a copy of which is attached for your review.

Phase	On-Site Fee	Off-Site Fee
Schematic Design	\$8,000	-
Design Development	\$10,000	\$6,000
Construction Documents	\$15,000	\$10,000
Construction Administration	\$5,000	\$3,000
Total	\$38,000	\$19,000

Additional Site Visits and Meetings, if requested by Client or Contractor, will be billed at a reduced hourly rate of \$150 per hour, including travel time. This proposal is for 10 months of Construction Administration.

Additional services, including additional meetings over what is included above, will be based on the following hourly rates which are valid for 365 days from the date of this proposal:

Draftsperson:	\$125.00	Project Manager:	\$195.00
Project Engineer:	\$175.00	Principal Engineer:	\$250.00

We welcome the opportunity to work with you on this project.

If this proposal is acceptable, please sign and return with \$8,000 retainer check. Retainer will be applied towards CD (\$6,000) & CA (\$2,000) phases of project. If you have any questions, please do not hesitate to call us.

Sincerely,

John Labib + Associates

Authorized to Proceed

Frank LaRocca, P.E.
Principal

This proposal is open for acceptance for 30 days from the date above.



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TERMS AND CONDITIONS

Effective 11/01/2019

1. REIMBURSABLE EXPENSES

Expenses other than salary costs that are directly attributable to our professional services are invoiced at our cost plus 15%. These expenses include such items as out-of-town travel expenses, use of personal and rental cars, special fees and permits, premiums for additional or special insurance where required, mailing, copying & printing expenses, etc.

2. SERVICES BY OTHERS

When considered necessary, other technical firms or outside consultants may be used with your approval and the cost of such services, plus ten percent (10%), will be included in our invoice. Unless specifically agreed to in writing, JLA has retained no consultants for this project.

3. ACCESS TO SITE

Unless otherwise stated, JLA will have access to the site for activities necessary for the performance of the services.

4. INSURANCE LIMITS

Insurance limits are as follows: General Liability \$1,000,000 each occurrence & \$2,000,000 aggregate, Professional Liability \$1,000,000 each occurrence & \$1,000,000 aggregate. Workman's Comp \$1,000,000.

5. PAYMENTS TO ENGINEER

Invoices will be submitted monthly for the prior month's services unless specified otherwise on Contract. Payment is due upon the invoice date and becomes delinquent thirty (30) days thereafter. In the event of non-payment, JLA may, without waiving any of the claims or rights against you, and without liability whatsoever to you, terminate performance of the services. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1-1/2%) for each thirty (30) days delinquency (provided the rate of such late charge shall not exceed the maximum allowable by the laws of the state in which our office submitting the invoice is located, and if so exceeding, the interest rate shall be the maximum amount allowable in that state). All attorney's fees and expert fees, JLA's time, and costs shall be paid by the Client. Payment to JLA shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties caused additional services or expenses. No withholding, deductions or offsets shall be made from JLA's compensation for any reason unless JLA has been found to be legally liable for such amounts. Payment of JLA's fees shall be a condition precedent to bringing any action or suit against JLA.

6. STANDARD OF CARE

JLA's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that JLA shall provide its services consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Such standard of care is not a warranty or guarantee and JLA shall have no such obligation. Accordingly, Client should prepare and plan for clarifications and modifications which may impact both the cost and schedule of the Project.

7. SCHEDULES & BUDGETS

Any schedules or completion dates, budgets, or estimates of cost prepared by JLA represent JLA's professional judgment based on its experience and available information. Since neither JLA nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, JLA cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by JLA or proposed, established, or approved by Client.

8. OTHER PROVISIONS

It is understood that JLA will not provide design and construction review services relating to safety precautions, means, methods, techniques or sequences of any contractor or subcontractor on the project. Further, it is understood that JLA will not provide any supervisory services relating to the construction of the project.

In recognition of the relative risks, rewards and benefits of the project to both the client and JLA, the risks have been allocated so that the client agrees that, to the fullest extent permitted by law, JLA's total liability to the client, for any and all injuries, claims, losses, expenses, attorney's fees and expert fees, damages or claim expenses arising out of this agreement, from any cause or causes, shall be limited to JLA's fee. Such causes include, but are not limited to, JLA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Client intends that JLA's involvement with the project shall not subject the individuals affiliated with JLA or its subconsultants to personal exposure for the risk attendant to that involvement. Therefore, any remedies of Client and Client's related business entities concerning services performed pursuant to the obligations imposed by this agreement shall be sought against JLA and/or its subconsultants, if any, and any related business entities, and in no event shall damages or indemnification concerning this agreement and/or project ever be sought against JLA's principals, shareholders, employees and other affiliated individuals, regardless of the kind and cause of loss involved.

Any revisions to the structural system due to Value Engineering or a Peer Review are not included in the basic services & will be charged as additional services.

If project is stopped for more than a 3 month period due to any reasons, a restart fee of \$4,000.00 will apply. Project will be designed & submitted to Plan Check to the Governing Authority in ONE Phase & in ONE unique submittal. Additional submittals to the Governing Authority due to Project Phasing will be charged as additional services based on hourly rates.

Either party to this Agreement may not assign its rights hereunder without the prior written consent of the other party. Nothing contained in this agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant.



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9. TERMINATION

This agreement may be terminated by either party by seven (7) days' written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this agreement is terminated, JLA shall be paid for services performed to the termination notice date, including reimbursable expenses due. If JLA for any reason does not complete all the services contemplated by this agreement, JLA cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by JLA if used, modified or completed by another party or the Client. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold JLA harmless from any claim, liability or cost (including reasonable attorneys' fees and defense costs) for injury or loss arising or allegedly arising from such reuse, modification or completion made by any party to any contract documents prepared by JLA.

If Client sells the Project, Client shall obtain from buyer an agreement, for the benefit of Consultant, which guarantees that the release and indemnification of Consultant will be honored by buyer and any subsequent buyer. These provisions shall survive the termination of this Agreement; and in the event that any portion of these provisions shall be prohibited by law, then these provisions shall not be void, but rather shall be interpreted as applying only to fullest extent allowed by law.

10. OWNERSHIP OF DOCUMENTS

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of JLA, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing and with appropriate compensation to JLA. Reuse or modification of the project documents by Client, shall be at Client's sole risk and Client agrees to indemnify, defend and hold JLA harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse or modification by Client or by others acting through Client. If this agreement is terminated as discussed in Item 9 above, the Client shall pay a licensing fee as compensation of \$10,000 for the Client's continued use of JLA's Instruments of Service solely for purposes of completing, using, and maintaining the Project.

11. VENUE

Labib Funk + Associates (LFA) is a DBA of John Labib Structural Engineers, LLP.

This agreement shall be interpreted and enforced in accordance with the laws of the State of California. The venue of any action brought to interpret or enforce any of the terms of this agreement or otherwise adjudicate the rights or liabilities of the parties hereto shall be in Los Angeles County, California.

12. BANKRUPTCY

Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this agreement if Client files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary bankruptcy petition filed against Client in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court. If the suspension of performance of Consultant's obligation pursuant to this agreement continues for a period in excess of ninety (90) days, Consultant shall have the right to terminate all services pursuant to this agreement.

13. LIEN RIGHTS

This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which Consultant may have for the performance of services pursuant to this agreement. Client agrees to provide to Consultant the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide Consultant with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

14. THIRD PARTY LENDERS

If payment for Consultant's services is to be made on behalf of Client by a third-party lender, Client agrees that Consultant shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition to receiving payment for services.

15. ADDITIONAL AGREEMENTS/GUARANTEES

The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the judgment of the Consultant, increase the Consultant's contractual or legal obligations or risk, or adversely affect the availability or cost of its professional or general liability insurance. Nor shall Consultant be required to sign any documents, requested by any party, including Client, that would result in the Consultant's having to certify, guarantee, warrant or state the existence of conditions whose existence the Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with the Consultant or payment of any money due to the Consultant, in any way contingent upon the Consultant's signing any such certification, guarantee, warranty or statement.

16. CONDOMINIUMS AND FUTURE CONVERSION TO CONDOMINIUMS

If Condominiums, or future conversions to Condominiums are proposed, undersigned shall provide JLA with proof of Owner purchased insurance plan for Condominiums naming JLA as insured for errors and omissions and general liability. Owner purchased insurance plan shall preempt and take effect prior to insurance provided by JLA. Owner to be responsible for each and every deductible regardless of allegations made against JLA. Insurance shall remain in force for 10 years after substantial completion.

CONDO CONVERSION: In the event that Owner or Owner's successor in interest or assigns converts or allows the conversion of the Project from an apartment project, as presently contemplated by the parties, to a project involving residential condominium ownership, then the other provisions of this Agreement notwithstanding, JLA shall be released and indemnified by Owner from any damages or claims arising from or as a result of the conversion process which are brought by a unit owner or the unit owners' association. JLA shall not be released or indemnified,



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however, from (l) damages or claims arising prior to the commencement of the conversion of the Project. Owner will be released from the conversion obligations if (a) Owner does not convert the Project for a period of ten (10) years following substantial completion of the original construction of the Project; or (b) prior to the conversion process, Owner purchases and maintains Project specific professional liability insurance coverage with policy coverage's equal to the amounts required in the JLA contract for the benefit of JLA; or (c) if Owner sells the Project, Owner obtains from buyer an agreement, for the benefit of JLA, which guarantees the release and indemnification of JLA will be honored by buyer and any subsequent buyer. These provisions shall survive the termination of this Agreement; and in the event that any portion of these provisions shall be prohibited by law, then these provisions shall not be void, but rather shall be interpreted as applying only to fullest extent allowed by law.