



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 (fAS)
2404 Wilshire Blvd, Suite 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
Structural Engineering Proposal

Labib Funk + Associates (JLA) appreciates the opportunity to provide subject project design 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 and Scope

Based on above architectural drawings and geotechnical report, LFA understands project includes nine levels (Ground Floor and 01 Floor through 06 Floor, 07 Roof, and Elevator Penthouse roof) at and above grade and two levels (Sub Grade Parking P2 and Sub Parking P1) below grade. Building occupancy is mixed use with residential, lobby, commercial, commercial office, electrical transformer, electrical, trash/recycle, roof decks, photo voltaic panels, roof top MEP equipment, and parking with 193 rental apartment units and 174 parking spaces. 03 through 06 Floors and 07 Roof (five framed levels and one framed partial level) are Type III wood frame. Sub Grade Parking P1 through 02 Floor (podium) are type I concrete frame (four framed levels plus concrete slab on grade). Geotechnologies soils report indicates groundwater level is 28 feet below lowest grade level and that footing foundations are appropriate.

Areas of framed and slab on grade floors are noted below:

1. Elevator Penthouse roof with approximately 580 GSF.
2. 07 Roof with approximately 24,080 GSF that will not be accessible to public.
3. 06 Floor with approximately 27,000 GSF of framed area.
4. 05 Floor with approximately 29,400 GSF of framed area.
5. 04 Floor with approximately 33,400 GSF of framed area.
6. 03 Floor with approximately 32,600 GSF of framed area.
7. 02 Floor (podium) with approximately 32,600 GSF of framed area.
8. 01 Floor including pool deck/courtyard with approximately 39,600 GSF of framed area.
9. Ground Floor with approximately 43,900 GSF of framed area.
10. Sub Grade Parking P1 with approximately 43,900 GSF of framed area.
11. Sub Grade Parking P2 with approximately 43,900 GSF of slab on grade and footing foundations.
12. Total framed area of approximately 307,060 GSF with approximately 147,060 GSF of Type III wood framing and 160,000 of Type I concrete framing plus 43,900 GSF of concrete slab on grade.

Site is relatively flat and is currently occupied by two commercial office buildings and adjacent surface parking lot. Site is bordered by S Rosemead Blvd on west, Oakdale Ave on north, R2 residential buildings on east, and on grade commercial buildings on south.

Plan check reviewing authority is city of Pasadena.

Geotechnical report by Geotechnologies dated August 21, 2019 recommends footing foundations and provides CBC 2019 seismic parameters. Historic groundwater is reported to be 28 feet below grade. Site does not have hillside stability concerns.

If existing below grade utilities exist within project site, LFA assumes utilities will be relocated beyond footprint of below grade portion of subject project to prevent interference with building structure and foundations.

Electrical transformer room is proposed to be located within building footprint at ground floor. LFA is to be provided Pasadena Water and Power requirements for structure below and above transformer room.

LFA suggests below items discovered during preparation of this proposal be reviewed and evaluated with client for value engineering purposes during early stage of pre-schematic design when a thorough value engineering review can be performed. These items are not intended to be a complete list. Should items result in design of structure being simplified, structural fee may be adjusted accordingly.

1. Sloping exterior walls at upper levels cost more than straight vertical walls due to increase in wall area and framing being more complicated.
2. Costs associated with framing at northern center portion of 04 Floor may require some steel and/or heavy wood framing.
3. Separation of two northern building 02 and 03 Floors may require seismic joints at one end of each connecting bridge.
4. Wall locations for some units do not stack vertically, such as two level studios, and therefore are more expensive due to additional beam and post framing required to support wall transfers.
5. Building appears to have high ratio of exterior wall to rentable space due to separations of building above 01 Floor.
6. Perimeter wood shear walls above 02 Floor/podium should have minimum 25% of total wall length with stacking walls with each shear wall being minimum six feet long.

Design Scope

1. Develop CAD (Revit is an option) construction plans and details of structural framing sufficient for proper construction of structural work including roof framing, floor framing, wall framing, foundations and earthquake/wind framing.
2. Develop structural calculations necessary for proper structural design and submittal to city building department for plan check approval.
3. Assist in obtaining structural plan check approval for building permit.
4. Provide construction observation at critical stages of construction to determine if structural work is generally being performed in accordance with structural construction documents.

5. Render interpretations of structural construction documents and issue clarification drawings for proper execution of work.
6. Review structural shop drawings, product submittals, concrete mix designs, and other structural submittals by contractor for general conformance with structural construction documents.

Design Phases

Schematic Design/Design Development

1. Review updated geotechnical report to determine structural requirements relating to foundation systems, seismic design requirements, and site conditions including groundwater.
2. Prepare conceptual marked up architectural plan drawings for structural system(s) being considered and indicate typical structural conditions, seismic solutions, general components, and layout of systems including lateral and vertical force resisting systems.
3. Verify load path configurations and construction materials/methods while considering alternate structural systems to facilitate selection of structural schemes with most favorable cost/value ratio.
4. Prepare structural drawings and documents describing structural systems, materials, and design intent as indicated by architect and other design consultants.
5. Participate in review and selection of structural systems and assist architect in coordination with other consultants.
6. Prepare design development structural drawings for foundations and structural framing including materials, sizes, critical details, coordination clearances, and basic dimensions.
7. Participate in four project coordination work sessions.
8. Assist client, architect, and general contractor in their preparation of cost estimates.
9. Review design development drawings prepared by other consultants and prepare a list of any design issues, information required, and considerations related to structural scope.

Construction Documents

1. Prepare construction documents for bidding and construction including foundation and framing plans and details of structural elements and their connections.
2. Provide necessary criteria and information for design and installation of pre-engineered elements by others, including curtain walls, metal stairs, etc.
3. Structural drawings to provide design criteria such as live and superimposed dead loads, material strengths, and basic structural code requirements.
4. Assist architect in coordination with other design consultants relative to structural impacts to their work.
5. Produce structural drawings and calculations to facilitate review for plan check approval and building permit.
6. Specify scope, standards, and frequency of required structural testing and inspection services by independent agencies during construction.
7. Participate in six project coordination work sessions.



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8. Provide signed and sealed structural drawings and calculations to client or architect for submitting to building department and obtaining a building permit.
9. Assist client or architect in obtaining plan check approval for structural portion of work. Meet with city plan checking engineer to facilitate plan check process. Provide required structural corrections and clarifications.

Construction Administration

1. Attend construction meetings with client, architect, and contractor. Visit site at intervals appropriate stages of construction or as otherwise agreed by client, to be generally familiar with progress of structural work and provide city required structural observations and reports. Twenty site visits and meetings included in above scope and below fee.
2. Advise and consult with architect and design team regarding structural impacts.
3. Respond to structural "Requests for Information" from contractor through architect.
4. Review structural submittals and structural shop drawings for offsite prefabricated structural elements.

Exclusions

1. Temporary excavation shoring design services; LFA providing separate proposal.
2. Civil engineering; LFA providing separate proposal.
3. Revit modeling and drawings; LFA will provide for additional fee if required.
4. Site scope such as site walls and retaining walls not attached to structure, water features, signage etc.
5. Steel stairs and railings are design build with deferred approval.
6. Design and detailing of non-structural/ornamental architectural elements are design build with deferred approval.
7. Design and anchorage of interior and exterior architectural elements such as non-bearing walls, glazing, skylights, storefront, rain screens, awnings/canopies, and stone systems are design build with deferred approval.
8. Design and detailing of non-structural/ornamental architectural elements are design build with deferred approval.
9. Seismic anchorage/bracing of MEP equipment and infrastructure for chillers, ducts, pipes, conduit, etc. are design build with deferred approval.
10. Revisions to structural systems due to value engineering by others.
11. Responding to peer review comments.
12. Estimates to be provided by estimator.
13. Phasing of project or multiple submittals.
14. As built structural drawings.
15. Submittal of LFA structural plan check documents will be provided by others.
16. Design of tie-down systems. LFA will prepare a design spec based on seismic demands and include drawings from tie-down contractor in structural permit documents as required for permitting. Design of tie-down system and its components are responsibility of specialty contractor.



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Fee

Based on above scope and floor areas, LFA proposes to provide above schematic design through construction administration phase services for below fees, plus customarily reimbursed expenses in accordance with attached Terms and Conditions that apply to this proposal.

| Phase | Fee |
|---------------------------------------|------------------|
| Schematic Design / Design Development | \$113,000 |
| Construction Documents | \$105,000 |
| Plan Check | \$5,000 |
| Construction Administration | \$39,000 |
| Total | \$262,000 |

Construction Administration is from foundation to completion of structural framing and estimated to be maximum fourteen months after start of building foundations. Construction Administration services required for structural services beyond above duration, site visits, and meetings in addition to amount provided in above Construction Administration scope, and requested additional services will be billed at below hourly rates that are valid for one year from date of this proposal:

Project Drafter - \$125 Project Engineer - \$175 Site visits minimum \$500 each
Project Manager - \$195 Project Principal - \$250

When design of landscape elements, such as site walls, site retaining walls, ramps, metal fences, light poles, metal gates, planter walls, etc., are defined, LFA will provide fee to design structural portions of above. Based on architectural plans provided, LFA estimates fee of \$4,500 that is in addition to above fees.

LFA welcomes the opportunity to work on this project.

Since \$13,000 retainer fee for previous design has been paid, retainer fee is not being requested with this revised design proposal.

If there are questions or comments, please do not hesitate to contact LFA. If this proposal is acceptable, please sign and return copy.

Sincerely,

Labib Funk + Associates

Chuck Whitaker
Principal

This proposal is open for acceptance for 30 days from date of this proposal.

Authorized to Proceed



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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, LFA has retained no consultants for this project.

3. ACCESS TO SITE

Unless otherwise stated, LFA 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 \$2,000,000 each occurrence & \$2,000,000 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, LFA 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, LFA's time, and costs shall be paid by the Client. Payment to LFA 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 LFA's compensation for any reason unless LFA has been found to be legally liable for such amounts. Payment of LFA's fees shall be a condition precedent to bringing any action or suit against LFA.

6. STANDARD OF CARE

LFA's services shall be provided consistent with and limited to the standard of care applicable to such services, which is that LFA 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 LFA 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 LFA represent LFA's professional judgment based on its experience and available information. Since neither LFA 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, LFA 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 LFA or proposed, established, or approved by Client.

8. OTHER PROVISIONS

It is understood that LFA 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 LFA 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 LFA, the risks have been allocated so that the client agrees that, to the fullest extent permitted by law, LFA'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 LFA's fee. Such causes include, but are not limited to, LFA's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Client intends that LFA's involvement with the project shall not subject the individuals affiliated with LFA 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 LFA 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 LFA'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, LFA shall be paid for services performed to the termination notice date, including reimbursable expenses due. If LFA for any reason does not complete all the services contemplated by this agreement, LFA cannot be responsible for the accuracy, completeness or workability of the contract documents prepared by LFA 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 LFA 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 LFA.

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 LFA, 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 LFA. Reuse or modification of the project documents by Client, shall be at Client's sole risk and Client agrees to indemnify, defend and hold LFA 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 LFA'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 LFA with proof of Owner purchased insurance plan for Condominiums naming LFA as insured for errors and omissions and general liability. Owner purchased insurance plan shall preempt and take effect prior to insurance provided by LFA. Owner to be responsible for each and every deductible regardless of allegations made against LFA. 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, LFA 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. LFA shall not be released or indemnified, however, from (1) damages or claims arising prior to the commencement of the conversion of the Project. Owner will be released from the



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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 LFA contract for the benefit of LFA; or (c) if Owner sells the Project, Owner obtains from buyer an agreement, for the benefit of LFA, which guarantees the release and indemnification of LFA 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.