



EXECUTIVE SUMMARY

HOUSING COMMISSION EXECUTIVE SUMMARY SHEET

MEETING DATE: February 9, 2023

HCR23-005

SUBJECT: Ramada Inn – Construction Design Phase Expense and Contract with Sillman for Architecture Services

COUNCIL DISTRICT(S): 2

ORIGINATING DEPARTMENT: Real Estate Division

CONTACT/PHONE NUMBER: Emily S. Jacobs (619) 578-7423

REQUESTED ACTION:

Approve the execution of a sole source architectural design contract for the property at 3737-3747 Midway Drive, San Diego, CA 92110, currently under a Purchase and Sale Agreement, in an amount not to exceed \$753,770 and the associated pre-development budget under the terms and conditions described in this report.

EXECUTIVE SUMMARY OF KEY FACTORS:

- On July 8, 2022, the Housing Commission Board approved the execution of a Purchase and Sale Agreement (PSA) for the property at 3737-3747 Midway Drive, San Diego, CA 92110 (Resolution HC-1954). There will be no brokerage fee paid by the Housing Commission or the seller for the potential acquisition of the Ramada Inn.
- After Housing Commission Board approval to execute the PSA, staff engaged with an architecture firm, Sillman, under contract procured through a competitive process (CS-20-02.3a) to evaluate the options and requirements to add kitchenettes to the existing units at the property.
- After completion of the due diligence period, Housing Commission Real Estate Division staff removed contingencies on the sale. Staff will present the acquisition request to the Housing Commission Board and the Housing Authority of the City of San Diego for consideration before the close of escrow.
- A contract and associated budget are necessary to engage with Sillman to design the construction project so that it is “permit-ready” upon close of escrow. This will allow for a 12-month construction phase, which will expedite the timing to lease the units to people experiencing homelessness.
- On January 18, 2023, a sole source justification to award a contract to Sillman was executed.
- Sillman has provided hourly rates and costs that were in line with pre-pandemic rates and costs. The rates and costs are fair and reasonable and represent a savings because of the significant increase of costs due to inflation and other economic impacts.
- The Housing Commission’s acquisition and rehabilitation of the property, subject to the approval of the Housing Commission Board and the Housing Authority at future dates, would add 62 units of permanent affordable rental housing with access to supportive services for individuals experiencing homelessness.
- After financing is secured, the project will be subject to covenants and restrictions for the applicable lending agreements, which will restrict affordability for a minimum of 55 years.



REPORT

DATE ISSUED: February 2, 2023

REPORT NO: HCR23-005

ATTENTION: Chair and Members of the San Diego Housing Commission
For the Agenda of February 9, 2023

SUBJECT: Ramada Inn – Construction Design Phase Expense and Contract with Sillman for
Architecture Services

COUNCIL DISTRICT: 2

Advance notice of San Diego Housing Commission hearing of the following matter has been provided to the Housing Authority Members pursuant to the provisions of San Diego Municipal Code Section 98.0301(e)(4)(A)-(B).

REQUESTED ACTION:

Approve the execution of a sole source architectural design contract for the property at 3737-3747 Midway Drive, San Diego, CA 92110, currently under a Purchase and Sale Agreement, in an amount not to exceed \$753,770 and the associated pre-development budget under the terms and conditions described in this report.

STAFF RECOMMENDATION

That the San Diego Housing Commission (Housing Commission) Board of Commissioners (Board) take the following actions:

- 1) Authorize the execution of a sole source contract with Sillman for \$753,770 to provide complete architectural design services to support the acquisition and development of the property located at 3737-3747 Midway Drive, San Diego, CA 92110.
- 2) Authorize the Housing Commission’s President and Chief Executive Officer (President & CEO), or designee, to substitute funding sources and/or increase compensation by not more than 20 percent of the total agreement amount for the proposed agreement, if necessary, without further action by the Housing Commission Board or the Housing Authority, but only if and to the extent that funds are determined to be available for such purposes.
- 3) Authorize the Housing Commission’s President & CEO, or designee, to execute all documents and instruments that are necessary and/or appropriate to implement these approvals, in a form approved by General Counsel, and to take such actions as are necessary and/or appropriate to implement these approvals upon the advice of General Counsel, provided that a copy of the documents, signed as to form by General Counsel, is submitted to each Housing Commissioner.

SUMMARY

The Community Action Plan on Homelessness for the City of San Diego, which the City Council accepted in October 2019, identified the need for an additional 2,659 Permanent Supportive Housing

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units in the next 10 years for individuals experiencing homelessness in the City of San Diego, with the need for 60 percent of those units (1,595) to be developed within the first four years.

In addition, the City Council on February 7, 2022, renewed its declaration of a Shelter Crisis pursuant to Government Code Section 8698, et seq., which is currently operative (Resolution No. R-313888). The Shelter Crisis resolution was enacted to help provide shelter and mitigate the effects of the ongoing housing emergency in the City.

As the current situation represents a state of emergency, the Housing Commission has worked to identify hotel sites to potentially create affordable housing units to address the shelter crisis. On July 8, 2022, the Housing Commission Board approved the execution of a Purchase and Sale Agreement (PSA) for the property at 3737-3747 Midway Drive, San Diego, CA 92110 (Resolution HC-1954). There will be no brokerage fee paid by the Housing Commission or the seller for the potential acquisition of the Ramada Inn.

After Housing Commission Board approval to execute the PSA, staff engaged with an architecture firm, Sillman, under contract procured through a competitive process (CS-20-02.3a) to evaluate the options and requirements to add kitchenettes to the existing units at the property.

After completion of the due diligence period, Housing Commission Real Estate Division staff removed contingencies on the sale. The sale and acquisition date is subject to the release of the California Department of Housing and Community Development (HCD) Homekey Notice of Funding Availability (NOFA) for the next round of Homekey funds. The current estimate for close of escrow is on or before August 1, 2023. There is an option to extend the closing to February 1, 2024, at the Housing Commission's sole discretion. Staff will present the acquisition request to the Housing Commission Board and the Housing Authority of the City of San Diego for consideration before the close of escrow.

A contract and associated budget are necessary to engage with Sillman to design the construction project so that it is "permit-ready" upon close of escrow. This will allow for a 12-month construction phase, which will expedite the timing to lease the units to people experiencing homelessness. A portion of the contract total will not be spent until after the Housing Commission acquires the property (expected in Fiscal Year 2024) and the construction administration phase of the project is complete (expected in Fiscal Year 2025). The Ramada Inn property cannot be acquired without the approval of both the Housing Commission Board and the Housing Authority Board.

On January 18, 2023, a sole source justification to award a contract to Sillman was executed. The justification requests that the Housing Commission proceed with an Agreement for architectural design up to permit-ready services while forgoing the competitive bid process. The Housing Commission may proceed with a sole source agreement when an emergency exists that seriously threatens the public health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the Housing Commission, as may arise by reason of flood, earthquake, epidemic, riot, equipment failure, or similar event.

An emergency exists as declared and renewed by San Diego City Council and its declaration of a Shelter Crisis pursuant to Government Code Section 8698, et seq., which is currently operative (Resolution No. R-313888). As the current situation continues to represent a state of emergency, an immediate need and continuation of architectural design services exists on the potential Housing Commission acquisition,

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Ramada Inn, for the preparation of documents needed to submit for a construction permit required by the City of San Diego.

The Housing Commission desires to enter into an agreement with Sillman to provide the architectural services described above. Sillman has provided hourly rates and costs that were in line with pre-pandemic rates and costs. The rates and costs are fair and reasonable and represent a savings because of the significant increase of costs due to inflation and other economic impacts.

The Housing Commission is seeking approval to execute an agreement with Sillman and immediately commence architectural design services to take the necessary actions to address the lengthy permitting process expeditiously.

A development summary is included as Attachment 1.

Table 1 – Development Details

Address	3737-3747, San Diego, CA 92110
Council District	Council District 2
Community Plan Area	Midway-Pacific Highway
Development Type	Acquisition and Rehabilitation
Construction Type	Type V, 2-story building
Parking Type	Approximately 55 parking spaces (surface parked)
Transit Information	Bus service route 35
Housing Type	Permanent Supportive Housing
Lot Size	.83 Acres
Units	63 (62 affordable plus one unrestricted manager's unit)
Density	77.10 units/acre (64 units ÷ .83 acres)
Unit Mix	62 studio, 1 two-bedroom manager's unit
Gross Building Area	21,912 square feet
Affordable Units in Service by Council District	Council District 2 includes 1,087 affordable rental housing units currently in service, which represents 4 percent of the 24,603 affordable rental housing units in service citywide.

AFFORDABLE HOUSING IMPACT

The Housing Commission's acquisition and rehabilitation of the property, subject to the approval of the Housing Commission Board and the Housing Authority at future dates, would add 62 units of permanent affordable rental housing with access to supportive services for individuals experiencing homelessness.

After financing is secured, the project will be subject to covenants and restrictions for the applicable lending agreements, which will restrict affordability for a minimum of 55 years. The rent and occupancy restrictions required by all potential lenders and investors will apply. The more stringent of the funding sources' affordability/rent restrictions will take precedence during the term of their applicability.

The Housing Commission has provided a preliminary commitment of 62 federal Project-Based Housing Vouchers (PBVs) for this project. Under the PBV program, the tenant's rent portion is determined by

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using the applicable minimum rent or a calculated amount based on their income level, whichever is higher, with the remainder being federally subsidized up to a gross rent level approved by the Housing Commission. The Housing Assistance Payment provides a rental subsidy for residents in the 62 voucher-assisted units for this property. All PBV units are dedicated to households who are experiencing homelessness and all tenants must be matched from the Coordinated Entry System.

EQUAL OPPORTUNITY CONTRACTING AND EQUITY ASSURANCE

Sillman reported that it is committed to equity and inclusion and promotes a diverse, equitable, and collaborative environment. They offer a diversity, equity and inclusion program across all levels of their organization to strengthen their business and culture.

HOUSING COMMISSION STRATEGIC PLAN

This item relates to Strategic Priority Area No. 1 and No. 4 in the Housing Commission’s Strategic Plan for FY 2022 – 2024. Strategic Priority Area No. 1: Increasing and Preserving Housing Solutions. Strategic Priority Area No. 4: Advancing Homelessness Solutions - Supporting the City of San Diego Community Action Plan on Homelessness.

FISCAL CONSIDERATIONS

The proposed funding sources and uses approved by this action were included in the Housing Authority-approved FY 2023 Housing Commission budget. Approving this action will result in the construction design phase of this project to allow the Housing Commission to start the permitting process as soon as possible after acquisition.

Funding sources and uses related to the current fiscal budget will be as follows:

FY 2023 Funding Sources	
Federal - Moving to Work	\$904,524
TOTAL	\$904,524
FY 2023 Funding Uses	
Capital Expenditures - Pre-acquisition, design and related costs	\$753,770
Pre-Development Contingency (20%)	150,754
TOTAL	\$904,524

Approval of sources and uses required for contract scope performed in future years will be included in the Housing Commission budget proposed for approval by the Housing Authority for that fiscal year.

PREVIOUS HOUSING COMMISSION BOARD, COUNCIL and/or COMMITTEE ACTION

The Housing Commission’s Policy for Acquisition and/or Purchase of Real Estate was unanimously approved by the Housing Authority on November 15, 2016 (Resolution HA-1705).

On July 8, 2022, by a vote of 5-0, the Housing Commission Board approved the execution of a Purchase and Sale Agreement for the property at 3737-3747 Midway Drive, San Diego, CA 92110 (Resolution HC-1954).

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KEY STAKEHOLDERS and PROJECTED IMPACTS

Key stakeholders for this potential acquisition include the seller, the Housing Commission, the Midway District Community, City of San Diego and individuals/households experiencing homelessness.

ENVIRONMENTAL REVIEW

The proposed activities are categorically exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15301 (Existing Facilities) of the State CEQA Guidelines because Ramada Inn is an existing facility and the proposed activities do not involve expansion of the existing use(s). Federal funds constitute a portion of the funding for these activities. NEPA approval was received from the City of San Diego on September 19, 2022.

Respectfully submitted,

Approved by,

Robert Bohrer

Jeff Davis

Robert Bohrer
Vice President of Real Estate Finance & Acquisitions
Real Estate Division

Jeff Davis
Interim President and Chief Executive Officer
San Diego Housing Commission

Attachments:

1. Cost Proposal, Sillman Architects

Docket materials are available in the “Governance & Legislative Affairs” section of the San Diego Housing Commission website at www.sdhc.org.



SILLMAN

December 9, 2022

Melanie Madrid
Senior Project Manager | Real Estate Development
San Diego Housing Commission
1122 Broadway, Suite 300, San Diego, CA 92101
619.578.7596
melaniem@sdhc.org

Project:
Ramada Inn Reno

Subject:
Proposal for Construction Document Services

Dear Melanie,

SILLMAN (Architect) is pleased to provide the San Diego Housing Commission (Client) with this proposal for Construction Document Services for the existing Ramada Inn site in the Midway District of San Diego, California. The Owner of the property is the San Diego Housing Commission (Client).

I. PROJECT DESCRIPTION

The Ramada Inn located at 3737 Midway Drive, San Diego, CA 92110 is an existing motel which will be converted into an affordable housing complex.

The existing site contains one 2-story, non-elevator, Type-V building which contains 63 guestrooms. The gross building area is 36,154 Sf. The original building was constructed in 1958 and includes an addition that was constructed in 1994. The existing site has fifty-one (51) offsite parking spaces and three (3) accessible parking spaces.

The Client would like to convert the guestrooms into affordable housing units. The proposed units consist of Typical Units (93%), Mobility Units (5%), and A/V units (2%). New kitchenettes (all electric appliances with new cooktop and ventilation) are proposed in all units. Restrooms in Typical Units will remain as-is where possible, with the exception of replacing aging or broken fixtures. Mobility Units will receive a new accessible restroom and larger kitchenette area.

Lobby and Common areas will be brought up to current accessibility code requirements. Additionally, an existing Manager-Unit area will be converted into a Leasing / Support Office. The existing larger Laundry Room will be utilized for resident laundry. As such, new washers, dryers, and counter space is proposed in this room.

The Site will require various ADA improvements and Utility upgrades which will be outlined in the attached proposals.

The anticipated Construction Cost for the project is \$10,380,000. This Construction Cost is preliminary and subject to change.

The anticipated Delivery Method is Design-Bid-Build.

The Project review and approvals will be ministerial and will be submitted to the City of San Diego.

II. SCOPE OF SERVICES

The Architect shall provide Design Services which include, but are not limited to, the following items:

- A. Construction Document Services: Provide Construction Documents for the proposed scope of work, to include, but not be limited to, the following items:
 - 1. Design Development: Based on the approved Entitlements / Schematic Design, Architect and Consultants shall incorporate Client comments and prepare for approval by the Client, design documents and calculations.
 - 2. Construction Documents: Based on the approved Design Development, the Architect and Consultants shall incorporate Client comments and prepare for approval by the Client, construction documents and calculations. This set will be used to submit for Building Permit. At the Client's request, the milestones

will be 50% and 100% CDs. The 50% CD set will be submitted to the City of San Diego for review while the 100% CD set is developed concurrently. 100% CDs will be the Approved Permitted Set.

3. Issue For Construction (100%): Based on the approved Construction Documents, the Architect and Consultants shall prepare Issue for Construction documents and calculations. This set will incorporate the comments and revisions required to obtain a Building Permit
 4. The Architect shall assist the Client in connection with the Client's responsibility for filing documents required for the approval of governmental Authorities Having Jurisdiction (AHJ) over the Project
 5. The Architect shall respond to Client / Government review comments during the Construction Documents Phase
- B. Bidding and Negotiation: Architect shall assist Client during the Bidding and Negotiation process by responding to Bid RFI's, issuing Clarifications, participating in Bid Evaluation for conformance with Design intent.
- C. Construction Support Services: The Architect and Consultants will work with the selected Contractor to provide the following:
1. Review shop drawings and submittals
 2. Attend Job Site Meeting: See Site Meetings in Section V. for Maximum Number of Site Visits
 3. Respond to RFI's and issue ASI's / Information Bulletins
 4. Final walk-through and punch list: See Site Meetings in Section V for Maximum Number of Site Visits
 5. Record drawings based on red marks as provided by the Contractor
- D. Architect shall coordinate with any additional Consultants selected by the Client

E. Document Drawings shall include the following disciplines:

Ramada Inn Reno	
SDHC	
12/9/2022	
SILLMAN	
Project Team	
Discipline	Firm
Architect of Record	SILLMAN
Civil	BWE
Electrical	IMEG
Mechanical	IMEG
Plumbing	IMEG
Landscape	Neri
Structural	BWE
Fire Protection Engineer	PD&C
Technology & Fire Alarm	IMEG
Cost Estimator	Campbell-Anderson & Assoc.

III. CONSTRUCTION DOCUMENT SERVICES SCHEDULE:

Based on conversations with the Client regarding Homekey funding, we anticipate the total projected time for Construction Document Services to be roughly 531 days.

Ramada Inn Reno SDHC 12/9/2022 SILLMAN Project Schedule		
Events/Meetings/Deliverables	Duration (days)	Date
Project Award		1/25/2023
Design Development	60 days	3/26/2023
50% Construction Documents	40 days	5/5/2023
100% Construction Documents and Permitting	40 days	6/14/2023
City Permit Approval	0 days	6/14/2023
Agency Approval (100%)	0 days	6/14/2023
Bidding	35 days	7/19/2023
Construction Admin	340 days	6/23/2024
Close Out	15 days	7/8/2024
Final Completion	1 days	7/9/2024
Total	531 days	

The Architect has limited influence over the Schedule and will update the Client when the Schedule needs to be adjusted. In the event that there is a delay this is not directly attributable to the Architect, additional time will be provided to complete the scope of work and the Architect will advise the Client if Additional Services are required.

IV. EXCLUSIONS:

- A. Entitlement Services or any Discretionary Reviews
- B. Permit and other fees
- C. As-built drawings of existing conditions
- D. Signage (other than required by Code)
- E. Photovoltaic System
- F. Renderings
- G. Furniture Fixtures and Equipment (FF&E)
- H. Multiple Construction Phases (there is only one Construction Phase)
- I. Traffic signal plans
- J. Client Design Revisions & Major Value Engineering after the completion of the Design Development Stage
- K. Hazardous Materials inspections or coordination

V. CLIENT TO PROVIDE THE FOLLOWING:

- A. Client agrees to provide Architect with all information, surveys, reports, and professional recommendations and any other related items required by the Architect to provide professional services. Architect may rely on the accuracy and completeness of these items
- B. Any As-built documentation that may arise in the future (Client stated no current As-builts are available)

VI. FEES

A. Fee for Architectural Services:

Ramada Inn Reno		
SDHC		
San Diego, CA		
12/9/2022		
A&E Design Fees		
Phase	Fee	Percent
Design Development	\$ 203,241	30%
50% Construction Documents	\$ 169,368	25%
100% CD & Permitting	\$ 169,368	25%
Construction Admin	\$ 128,719	19%
Close Out	\$ 6,775	1%
Total	\$ 677,470	100%

Fee Breakdown by Discipline for Reference		
Discipline	Fee	Comments
Architect of Record	\$ 352,500	
Structural	\$ 13,400	
Civil / Survey / Mapping	\$ 52,850	
Landscape	\$ 12,300	
Mechanical / Plumbing / Electrical / Fire Alarm / Technology	\$ 221,540	
Cost Estimating	\$ 24,880	
Total	\$ 677,470	

Options & Allowances		
Discipline	Fee	Comments
Fire Protection Engineer	\$ 28,500	
Plumbing - Water Sub Metering	\$ 12,800	
Electrical - Sub Metering	\$ 35,000	
Total	\$ 76,300	

Grand Total Design Fees w/ Options & Allowances		
Total	\$ 753,770	

- A. Payment for services shall be billed monthly based on percentage of completion of the work but shall not exceed percent complete for each milestone deliverable
- B. The above fee is based on the scope of services. The actual service may change. If so, Architect shall inform Client prior to performing Added Services
- C. Services provided on a Not To Exceed (NTE) amount shall be billed on an hourly basis.
- D. Travel outside the City of San Diego will be considered a reimbursable expense.
- E. Architect will provide electronic files (pdf format) for all submittals to the Client. Client to provide printing for all submittals.

VII. MISCELLANEOUS PROVISIONS

- A. Reimbursable expenses shall be billed to Client at cost of supplier's gross invoice to Architect and will include governmental fees, permits, assessments, photography, special presentation materials, long distance telephone charges, title company charges, specialty Consultants (i.e., acoustic engineer, geologist, traffic engineers, etc.), authorized traveling expenses, and all other charges not specifically covered by the terms of this agreement.

- B. Our invoices are payable in full on receipt. If Client fails to pay Architect within thirty (30) days after the invoice date, Architect shall have the right to immediately stop all work on the project and suspend performance of his obligations under this Agreement. This is in addition to his other rights and remedies, including his right to terminate this Agreement.
- C. A LATE PAYMENT CHARGE will be computed at the rate of 1.5% per month and will be applied to any unpaid balance commencing thirty (30) days after the original invoice. Imposition of the late payment charge shall not imply an agreement to delay collection of a delinquent account, nor shall it affect Architect's other rights and remedies, including his right to terminate this Agreement.
- D. Construction Management or supervision is not a part of this contract nor is the participation in bidding or field inspection. The Contractors who will be hired by Client are considered experts in their relative fields and shall notify Client and Architect immediately of any work shown on plans prepared by Architect which cannot be fully complied with or guaranteed prior to the installation of the work. Client agrees to defend, indemnify, and hold Architect harmless from all liability, real or alleged, that might be occasioned by others performing construction and/or construction management or supervision for project.
- E. Architect is not the Construction Manager and does not guarantee the completion date or quality of performance of contracts by the construction manager, contractors, or sub-contractors, or third parties, nor is Architect responsible for their acts or omissions.
- F. The fees for the above scope of work are valid for twelve (12) months from the date of this proposal.
- G. Hourly contracts and additional assignments at Client's request will be billed at our standard hourly rates as follows unless notified in writing thirty (30) days prior to any changes.

VIII. SCHEDULE OF RATES

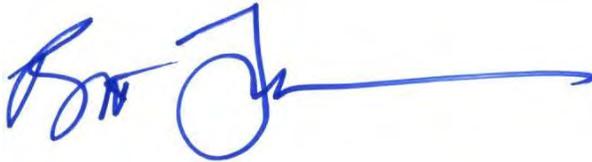
Our standard hourly rates are as follows unless notified in writing thirty (30) days prior to any changes.

SCHEDULE OF RATES 2022

Principal Architect	\$214/hour
Project Architect	\$174/hour
Project Manager	\$164/hour
Project Designer	\$134/hour

Thank you for this opportunity to be of service. We look forward to working with the San Diego Housing Commission on another successful project.

Sincerely,



Brett Tullis, AIA, LEED®AP
Principal Architect
License No. C-31087



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4740 Ruffner Street
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nasland.com

December 6, 2022
NE Job No. 122-104.2

Nathan Houck
Sillman Architects
7515 Metropolitan Dr. Suite #400
San Diego, CA 92108

Re: Renovations Ramada Inn Construction Documents – Civil Engineering Services Proposal

Dear Mr. Houck:

Nasland Engineering is pleased to provide this proposal for Civil Engineering and Surveying services for preparing construction documents for the renovation to the Ramada Inn, San Diego project.

PROJECT DESCRIPTION

The San Diego Housing Commission has a project to renovate the Ramada Inn, San Diego at 3747 Midway Drive within the City of San Diego. The project consists of mostly interior renovations to convert the motel into affordable housing units with cosmetic upgrades and other minor improvements. Site improvements will consist of upgrades to the ADA path of travel, ADA parking stalls, new fire service, and water lateral upgrades. This scope is for preparing construction documents to be permitted through the City of San Diego.

ASSUMPTIONS

- SDHC provided an ALTA for the project during phase 1. Nasland assumes the boundary information is accurate and will utilize the information from the ALTA as the boundary for the preparation of construction documents.
- A grading permit will not be required. All plans prepared will be included in the building permit plan set.
- It is assumed the limited site work will not trigger a priority development requirements of the City's Stormwater Standards. A standard development SWQMP will be provided for this project.
- All submittals will be provided in electronic format to the Architect for submittal. Printing of plans or reports is excluded from this report. Other reimbursable are factored into each task.

SCOPE OF SERVICES

Nasland Engineering scope for this schematic effort is limited to preliminary surveying and a civil observation narrative report. Each task is described below:

A. Additional Topographic Survey

A limited topographic survey was provided during the schematic phase that covered existing ADA parking and the path of travel immediately around the ADA parking areas. Additional topographic survey will be required within the right of way for the new utility connections and along the south side of the building to finalize the ADA pathway.

B. Design Development Phase

1. Preliminary Construction Plans

Nasland Engineering will prepare preliminary plans to be included into the 100% design development building plan set. The preliminary Plans will include:

- Preliminary Site Plan – preliminary design of the site plan and precise grading required for construction of the proposed parking. Design of Site Accessibility route to meet City of San Diego, and ADA requirements. Coordination with the design team for paving and striping, demolition and drainage.
- Preliminary Utility Plan – preliminary design of onsite utilities from the public mains within Midway Drive to the existing onsite utility points of connection. Utilities will include domestic water, and fire services. Sewer will be shown but not anticipated to be improved.

2. Preliminary Storm Water Quality Management Design

Nasland Engineering will prepare a preliminary Storm Water Quality Management Plan (SWQMP) to identify the scope of water quality treatment required for this site layout. This project is assumed to be a standard Development Project. If necessary, alternative improvements will be presented to maintain the standard development classification. A priority development SWQMP is excluded.

3. Meetings and Coordination

Nasland Engineering will attend up to 4 online client and design team meetings throughout the design development phase.

C. Construction Document Phase

After the Design Development Phase, Nasland Engineering will prepare construction plans at the 50% and 100% level of design. The plans will be prepared with the intent for submittal to the City of San Diego Development Services Department building department. Nasland will prepare plans following the City's Building plan format and will be provided to the Architect to be included within the Building Plan set for submittal. The construction documents will include the following:

- Site Plan/Striping Plan/Utility Plans: Nasland will prepare a site plan detailing all improvements and striping modifications around the site. The site plan will include parking lot striping, hardscape improvements, existing and proposed utilities.
- Precise Grading Plan: Nasland will prepare a precise grading plan detailing all grading modifications needed for the ADA and drainage improvements around the parking lot.
- Nasland will prepare the Storm Water Intake Form DS-560 to be included on the general notes sheets of the building plan set.
- BMP Plan: Nasland will prepare a BMP plan and a Standard Storm Water Quality Management Plan (SWQMP). The project is assumed to be a standard development project; therefore, a priority SWQMP report is specifically excluded.
- All specifications for the site work are assumed to be in accordance with the City of San Diego's Whitebook.

D. City of San Diego Improvement Plans

Nasland Engineering will prepare improvement plans for all work within the right of way. The plans will follow the City's D-Sheet format for right of way projects and will be prepared for the initial submittal to the City of San Diego Development Services Department. Right Of way plans for all work within the City of San Diego right of way shall include the proposed driveway improvements (if applicable), new water laterals, fire services and all associated pavement resurfacing within Midway Drive. Improvement plans will be submitted as a separate submittal from the building permit plans. Midway Drive has an ADT of greater than



5000; therefore, engineered traffic control plans will be required.

E. City of San Diego Processing and Revisions (T&M)

Nasland will assist in processing the plans through the City of San Diego. All processing with the City of San Diego assumes up to 3 review cycles. Nasland Engineering reserves the right to request additional services for additional processing or client-directed design modifications. Processing shall include the following:

- Reviewing, responding, and revising the plans based on City Comments.
- Coordinating and meeting with each Department Plan Reviewer as required.
- Preparing civil related documents to the Architect for submittal.

FEE SCHEDULE

Item	Fee
Task A: Additional Topographic Survey	\$ 4,510
Task B: Design Development Phase	\$ 7,970
Task C: Construction Document Phase	\$ 12,980
Task D: Improvement Plans	\$ 13,790
Task E: City of San Diego Processing and Revisions (T&M)	\$ 13,600
Total Civil Engineering Fee:	\$ 52,850

EXCLUSIONS

The following items are specifically excluded from the Scope of Work:

- Plans for any improvements not specifically described in the Scope of Work
- Utility Potholing
- Boundary Survey, Corner Records or Records of Survey
- Environmental Studies
- Traffic Analysis, or Traffic Engineering
- Structural Engineering, Geotechnical Engineering, Shoring Design, or Fire Protection Design
- Immediate Defense for a third party claim
- Permit, Submittal, or Plan Check Fees
- Franchise "Dry" Utility Agency Coordination
- Any applicable taxes

Thank you for the opportunity to provide this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,
NASLAND ENGINEERING


Jarrett Linn, PE
Project Manager



~~December 5, 2022~~

December 6, 2022

Nathan Houck
Sillman
7515 Metropolitan Drive, Suite 400
San Diego, California 92108

RE: **Revised** Proposal for Engineering Services
San Diego Housing Commission - Ramada Inn Conversion
3747 Midway Drive, San Diego, CA 92110

Dear Nathan:

Thank you for the opportunity to submit a Proposal for mechanical, electrical, plumbing, and technology engineering services for the conversion of an existing Ramada Inn hotel located at 3747 Midway Drive, San Diego, CA 92110. The project involves converting the existing building with an R-1 occupancy to an R-2 occupancy for 64 affordable housing units. The gross building area is 36,154 ft². Each new apartment unit shall be renovated to have a kitchenette that includes a new kitchen sink and 2-burner electric cooktop unit. The existing laundry room in the building shall be renovated to have six (6) new residential type clothes washers and dryers.

DESIGN PHASE SERVICES

1. Design of mechanical systems including:
 - a. Plumbing systems:
 - 1) Upsize the two (2) existing 4" sewer mains that serve the building to two (2) 6" sewer mains.
 - 2) Upsize of one (1) of the 1-1/2" existing water services to a 2" water service.
 - 3) Replace all existing undersized gas fired domestic water heaters with new gas fired storage tank type water heaters.
 - 4) Existing domestic hot and cold-water distribution shall be re-used to the furthest extent possible
 - 5) Existing sanitary drainage and venting distribution shall be re-used to the furthest extent possible.

- 6) All apartment unit plumbing scope shall be limited to providing a new kitchen sink and garbage disposal except for units indicated below:
 - a) Four (4) mobility units will be provided requiring a gut remodel of the existing apartment units and new plumbing pipe distribution. Upwards of four (4) additional unit major remodels provided as well.
- 7) Plumbing design will be based on fixture counts provided by architect.
- b. HVAC systems:
 - 1) Correct code violation heater venting issue with existing laundry room domestic hot water heater.
 - 2) Provide a new variable volume dryer exhaust system for new dryers to be located in the laundry room.
 - 3) Existing, through the wall, electric HVAC units serving apartment units shall remain and be re-used under the new occupancy.
 - a) Damaged or inoperable HVAC units will be replaced with new electric, through the wall, heat pump units.
 - b) Provide new HVAC at Common spaces including Lobby and any support areas / offices.
2. Design of electrical systems including:
 - a. Upsize of the two (2) existing main electrical switchboards and feeders. Reconnect existing electrical equipment to the new main switchboards.
 - b. Coordination with dry utility consultant.
 - c. Provide new electrical panels to share loads between the apartments.
 - d. Provide power for new appliances in each apartment.
 - e. Provide additional power for the existing appliances to meet California Electrical Code.
 - f. Redesign lighting in the common area caused by the new work.
 - g. Redesign parking lot and site lighting as needed.
 - h. Full Fire alarm design including:
 - 1) Low frequency horn in each apartment unit.
 - 2) Voltage drop and battery calculation.
 - 3) Riser diagram for building.
3. Design of technology systems including:
 - a. Information technology:
 - 1) Telecommunications structured cabling system to support broadband services to individual living units.
 - 2) Telecommunications outside plant to support service provider cabling.
 - 3) Telecom room infrastructure.
 - b. Security management systems:
 - 1) Expansion of existing video surveillance system.
 - a) Note: It is understood the existing system has capacity for roughly 20 additional cameras. Design of a completely new system will be considered additional services.



4. Establish performance requirements for seismic bracing of mechanical, electrical, and technology equipment specified by IMEG. Design and installation will be by others.
5. Prepare applicable mechanical, plumbing, electrical, and technology specifications.
6. Prepare contract documents that are suitable for pricing and construction purposes.
7. Project design meetings:
 - a. Participate in approximately bi-weekly project conference calls / web conferences as required.

BIDDING PHASE SERVICES

1. Respond to contractor questions.

PLAN CHECK PHASE SERVICES

1. Review and respond to AHJ plan review comments and provide updated drawings as required.

CONSTRUCTION PHASE SERVICES

1. Attend preconstruction meeting.
2. Contract administration related to IMEG scope of work including:
 - a. Answer contractor questions and Requests for Information (RFIs).
 - b. Review shop drawing submittals for items requested in the contract documents.
3. Conduct two (2) job site observations during construction, plus one final job site observation at the end of the construction period.
4. Prepare record documents based upon contractor-supplied as-installed documents, with no additional verification.

ASSUMPTIONS

1. The project will be designed by IMEG using Building Information Modeling (BIM) software with Autodesk Revit® as the platform. The BIM deliverable will be no greater than Level of Development (LOD) 300 as defined in AIA Document G202. A Revit® model including architectural and structural components or AutoCAD® files suitable for use as backgrounds for building and site will be provided to IMEG. Extensive modification of Revit® model or AutoCAD® backgrounds will be considered additional services.
2. The Revit® model is only inclusive of those systems and trades designed by IMEG. The Revit® model will not include Owner/vendor-provided and installed systems requiring coordination by the installing contractors. The Revit® model is intended for internal coordination among the design team. It is understood the model is not intended to be an exact and complete three-dimensional representation of how the Contractor will route and locate utilities and equipment.



3. Modeling of existing conditions will be limited to the extent required to produce specifications and 2D contract documents.
4. Documents prepared by the Engineer will be prepared based upon reasonable assumptions derived from existing information provided by the Owner and from limited observation of accessible and visible existing conditions by the Engineer without the benefit of extensive field measurements and investigation prohibited by expense and inconvenience to the Owner. It is understood and agreed that unforeseen conditions uncovered during the progress of the project may require changes in the project, resulting in additional cost and delay.
5. Occupancy separations, fire assemblies, and fire/smoke separations will be determined by the Architect and provided to IMEG at, or prior to, completion of the Design Development phase.
6. Guardrails, ladders, stairs, platforms, or other components for supporting and accessing mechanical equipment will be designed and coordinated by others and will be part of the General Contractor's scope of work.
7. Identification, testing, and/or removal of hazardous materials will be by others.
8. Sanitary sewer, storm sewer, natural gas, domestic water service, and fire protection water service with adequate capacity will be available 5'-0" outside of the building.
9. Site utility design beyond 5'-0" of the building perimeter, including domestic water, fire water service, storm water, storm water detention, natural gas, and sanitary sewer, shall be the responsibility of others.
10. The telecommunications grounding and bonding infrastructure will be designed by the designer of the structured cabling system.
11. An independent cost estimator will be engaged by the Owner or Architect. Opinions or comments made by IMEG related to the independent cost estimator's work shall not create or be interpreted as a warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the cost estimator's valuation.
12. The building envelope is designed, installed, and performs to meet or exceed the applicable energy code. The building envelope specifier shall provide envelope compliance documentation.
13. The project will be awarded as a single prime contract for construction. Phased design and/or issue of early documents are not required.

COMPENSATION

We propose to provide the services described above for a fixed fee of **\$221,540**.

PHASES	MECHANICAL	PLUMBING	ELECTRICAL AND FIRE ALARM	LOW VOLTAGE
Design Development	\$16,275	\$19,395	\$27,075	\$5,070
Construction Documents	\$21,670	\$29,100	\$41,575	\$7,610
Construction Admin	\$7,700	\$13,390	\$29,300	\$3,380
TOTAL BASE SERVICES	\$45,645	\$61,885	\$97,950	\$16,060



ADDITIONAL SERVICE ALLOWANCE

- 1. Separate Utility Water Meters for apartment units: \$12,800
 - a. Coordination with architect on new water meter locations
 - b. Coordination with water utility company on new water meters
 - c. Design of new water service main points of connection
- 2. Separate Utility electric meters for apartment units:..... \$35,000
 - a. Separate metering for each apartment.
 - b. Separate panels for each apartment.
 - c. Power redesign caused by the separate metering.
 - d. Lighting redesign caused by the separate metering.

PROJECT EXPENSES

The following expenses **are** included in the above fee.

- 1. Travel expenses.

ADDITIONAL SERVICES

IMEG can include the following as additional services. Additional services will be performed on a time and material basis using IMEG’s standard hourly rates in effect at the time the service is performed, or for a negotiated fee, and only after approved in writing.

- 1. Restroom exhaust fan replacement or upgrade for any apartment unit.
- 2. Kitchen hood exhaust for any apartment unit.
- 3. Storm drain design or upgrade of existing drainage for building.
- 4. Upgrade to existing, two (2) gas services serving building.
- 5. Voice and evacuation system as part of Fire Alarm system design.
- 6. Audit or field takeoff of existing or new furniture, fixtures, and equipment (FF&E) and associated utilities.
- 7. Invasive field takeoff to determine existing conditions that are not readily accessible or visible.
- 8. Structural design.
- 9. Design of technology systems not specifically noted herein.
- 10. Creation of a separate technology equipment package for delayed issuance, necessitating the issuance of a separate rough-in package.
- 11. Our security design services will implement the system as desired and directed by the Client. The determination of a security solution, through a security audit and/or threat analysis, is an additional service.
- 12. Acoustical evaluation, design, or analysis.
- 13. Lightning protection system evaluation and design.



14. Development of an arc flash hazard analysis or modifications to an existing arc flash analysis for the facility.
15. Life cycle cost analysis.
16. ASHRAE 90.1 Energy Standards confirmation or building modeling.
17. Assist in compliance with ASHRAE Standard 188-2015 Legionellosis: Risk Management for Building Water Systems.
18. LEED, WELL, or building certification criteria evaluation, energy modeling, calculation, justification, and documentation.
19. Assistance with grants and other related funding applications.
20. Detailed fire protection drawings, fire pump design, and hydraulic calculations. Fire protection design does not include location or quantity of fire extinguishers/cabinets.
21. Revising IMEG design documents as a result of equipment lead times or supply chain delays.
22. Revising equipment layout and connections, and floor plan modifications, after IMEG's construction drawings and specifications are complete.
23. Value engineering or negotiating construction cost/scope with contractors and related document revisions after documents are complete.
24. Field testing, adjusting, balancing, or field time to assist installation contractor. Initial startup is the responsibility of the various contractors and/or subcontractors.
25. Systems commissioning and special inspections. Please be advised that commissioning and/or special inspections may be required by some building/energy codes, even though it is excluded from this Proposal. If commissioning or engineering-related special inspections are required, IMEG can provide a proposal for additional services, or these services may be conducted by a third party.
26. Performing a confirmation site observation after the final job site observation (punch list) has been completed.

GENERAL

The attached Terms and Conditions dated April 10, 2020 are made a part of this Proposal. This Proposal is valid for 45 days from the date of this offer.



We will begin our services following acceptance of this Proposal for Engineering Services. We look forward to working with you and your staff on this project and appreciate this opportunity to be of service. Acceptance may be conveyed via email to the address listed below or by signing this offer and returning it to our office.

Sincerely,

IMEG CORP.



Eric Glatzl
Project Executive
eric.glatzl@imegcorp.com

Robert A. Winter
Director of Hospitality

EG/jh

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SILLMAN

Accepted:

Signature

Title

Date



TERMS AND CONDITIONS

Standard of Care: Services provided by IMEG Corp. (hereinafter referred to as "the Engineer") under this Agreement will be performed in accordance with generally accepted professional practices in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same or similar location.

Client Responsibilities: The Engineer shall be entitled to rely on the accuracy of documentation presented to it by Client. In the event of updates or changes to any documentation provided to the Engineer in furtherance of its services, the Client is responsible for advising Engineer's personnel of such updates or changes in writing.

Additional Services: When additional services beyond the defined scope of work are requested, an amendment or change order will be prepared by the Engineer and approved by the Client prior to commencing work. Client's approval by email or payment of proposed additional services shall be deemed binding. Additional services shall be performed on a time and material basis or for a negotiated fee.

Compensation: Services provided by the Engineer on a time and material basis shall be performed in accordance with the Engineer's current fiscal year Standard Hourly Rate Schedule in effect at the time of performance. This schedule is updated yearly and is available upon request.

Performance: The Engineer has multiple offices and has professional service agreements for additional engineering and production assistance. The Engineer may use any office or professional service in the completion of services required for the Project. The Engineer shall perform work pursuant to an agreed-upon schedule and consistent with the orderly progress inherent in the Engineer's Standard of Care. Work performed in the States of New York or North Carolina may be performed by VPH Engineering Services, P.C. utilizing the Engineer's processes and standards.

Billing/Payment: The Client agrees to pay the Engineer for all services performed and all costs incurred. Invoices for the Engineer's services shall be submitted either upon completion of such services or on a monthly basis. Invoices shall be due and payable within 30 days of invoice date (direct) or 15 days from payment by Owner (consultant). Client shall notify the Engineer of any objections to the invoice within five working days of receipt and agrees to pursue, in good faith, all payments owed to the Engineer for services rendered. Payment of any invoice indicates Client's acceptance of this Agreement, these Terms & Conditions, and satisfaction with the Engineer's services. Payment of invoices is in no case subject to unilateral discounting, back-charges, or set-offs by the Client, and payment is due regardless of suspension or termination of this Agreement by either party. Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 120 days after the billing, the Engineer may institute collection action and the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification: The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Engineer, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of Client and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Client shall not be obligated to indemnify the Engineer and its directors, employee and agents for their own negligence or the negligence of others. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its directors, employees and agents against claims, damages, liabilities and costs arising from and in proportion to the negligent acts or failure to act of the Engineer and its directors, employees and agents in the performance of services under this Agreement on a comparative basis of fault. The Engineer shall not be obligated to indemnify the Client and its directors, employee and agents for their own negligence or the negligence of others. The other provisions of this Agreement notwithstanding, in the event of any claim within the purview of the indemnification provisions of this section, each indemnitee shall control its defense, and at the time of claim resolution each indemnitor shall provide reimbursement for any reasonable defense cost, recoverable by law, caused by any negligence or other fault by or attributable to each indemnitor as determined by a competent trier of fact. As such, the parties recognize and expressly acknowledge that the duty to defend is not applicable to this Agreement and wholly separate and distinct from the duty to indemnify and hold harmless as set forth in this section.

Insurance: The Engineer shall obtain and maintain the following insurance coverages: Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability, and Professional Liability. Certificates of insurance will be provided to the Client upon request. When stipulated by the Parties, Commercial General Liability, Automobile Liability, Umbrella/Excess Liability, Workers Compensation/Employer's Liability shall be written or endorsed to include named additional insureds, primary/non-contributory coverage, and other coverages subject to all terms, exclusions and conditions of the policies and any limitations as to coverage amounts as agreed upon by the Parties.

Certifications, Guarantees and Warranties: The Engineer shall not be required to execute any document or make any promise that would result in the Engineer certifying, guaranteeing or warranting the existence of any conditions.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party, which shall not be unreasonably withheld. Subcontracting to subconsultants, normally contemplated by the Engineer as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Dispute Resolution: Any claims or disputes between the Client and the Engineer arising out of the services to be provided by the Engineer or out of this Agreement shall be submitted to non-binding mediation. The Client and the Engineer agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers and fabricators, providing for mediation as the primary method of dispute resolution among all parties. The laws of the State where the project is located govern the validity of this Agreement, its interpretation and performance. Any litigation arising in any way from this Agreement shall be brought in the courts of that State.

Construction Means and Methods: The Engineer shall not be responsible for, nor have control over or charge of, construction means, methods, sequences, techniques, or procedures, or for any health or safety precautions. Neither Client nor the Engineer shall hold the other responsible for damages or delays in performance caused by acts of God, strikes, walkouts, accidents, Government acts, or other events beyond the control of the Client's or the Engineer's directors, employees, agents, or consultants.

Construction Observation: When the Engineer does not explicitly provide construction observation services within its written scope of work, it is agreed that the professional services of the Engineer do not extend to or include the review or site observation of the contractor's work, performance, or pay request approval. During construction, the Client assumes the role of the engineer and will hold harmless the Engineer for the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents.

Project Signs: Project signs displayed at the construction site shall include "IMEG Corp." as the Engineer. Articles for publication regarding this project shall acknowledge IMEG as the Civil, Structural, Mechanical, Electrical and/or Technology Engineer, as applicable.

Adjustments, Changes or Additions: It is understood that adjustments, changes, or additions may be necessary during construction. A contingency fund shall be maintained until construction is completed to pay for field changes, adjustments, or increased scope items. All change order amounts requested by contractors constructing Engineer-designed systems shall be submitted to the Engineer for review prior to being approved by contract holder. The Engineer will not approve amounts requested that are above a normal bid amount for the work involved. In no case will costs be assessed to the Engineer at the discretion of the contractor, the Client, or the Owner without prior agreement and approval of the Engineer. The Engineer shall not be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Ownership: All drawings, specifications, BIM and other work product of the Engineer developed for this Project are instruments of service owned by the Engineer. The Engineer shall provide Client with a license to use said instruments of service for purposes consistent with successful project completion, including extensions,



if mutually agreed. Reuse of any instruments of service of the Engineer by the Client, or others acting for the Client, for any other use without the express written permission of the Engineer shall be at the Client's risk. Client agrees to defend, indemnify and hold harmless the Engineer for all claims, damages and expenses, including reasonable attorney's fees, arising out of unauthorized use of the Engineer's instruments of service.

Electronic Files: The Client hereby grants permission for the Engineer to use electronic background information produced by the Client in the completion of the project. The Client also grants permission to the Engineer to release Engineers' documents (including their backgrounds) electronically to Client, contractors, and vendors as required in the execution of the project.

Employment: For the duration of this contract, plus six (6) months from the date of final payment received, neither the Engineer nor Client, nor their respective agents, will offer employment or contact any person for such purposes who is or was employed by the Engineer, Client or their agents for the period of performance of this contract.

Termination: The Client or the Engineer may, after giving seven (7) days written notice, terminate this agreement and the Engineer shall be paid for services provided up to the termination notice date, including reimbursable expenses due plus termination expenses. Termination expenses are defined as reimbursable expenses directly attributed to the termination. Until said reimbursable expenses are paid, The Engineer shall not provide any outstanding instruments of services or any other deliverable generated under this Agreement.

Survivability: In the event any provisions of this agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party. Additionally, there shall be no legal presumption against the drafter of this Agreement in the event of a dispute as to the enforceability and/or interpretation of this Agreement.

Limitation of Liability: It is agreed that the Maximum Aggregate Liability of the Engineer arising out of or related to this Agreement and for all work performed on this project, whether based in contract or tort, in law or equity or for negligent acts, errors, or omissions, and all claims, losses, costs, damages, cost of defense, or expenses from any cause, including Client, Contractors, and Attorney fees, will be limited to the greater of the compensation actually paid to the Engineer for all work performed under this Agreement or \$25,000. This limitation of liability has been agreed upon after Client and the Engineer discussed the risks and rewards associated with the Project, as well as the provision of the services within both the obligations of this Agreement and the associated compensation. Upon written request by Client, the parties may negotiate in good faith and mutually agree, by way of a written Change Order or Amendment, to increase the amount of this liability limitation. As used in this section "Engineer" includes all of the Engineer's agents, affiliates, subconsultants and subcontractors, and their respective partners, officers, directors, shareholders and employees. The limitation of liability established in this section shall survive the expiration or termination of this Agreement.

Risk Allocation: The Engineer's liability to the Client for injury or damage to persons or property arising out of work performed for the Client and for which liability may be found to rest upon the Engineer, other than for professional errors, omissions or negligence, will be limited to the Engineer's general liability insurance coverage of \$1,000,000.

Hazardous Environmental Conditions: Unless expressly stated in writing, the Engineer does not provide assessments of the existence or presence of any hazardous or other environmental conditions or environmental contaminants or materials ("Hazardous Environmental Conditions"). Client shall inform the Engineer of any and all known Hazardous Environmental Conditions before services are provided involving or affecting them. If unknown Hazardous Environmental Conditions are encountered, the Engineer will notify the Client and, as appropriate, government officials of such conditions. The Engineer may, without liability or reduction or delay of compensation due, proceed to suspend services on the affected portion of the project until Client takes appropriate action to abate, remediate, or remove the Hazardous Environmental Condition. The Engineer shall not be considered an "arranger", "operator", "generator", "transporter", "owner", or "responsible party" of or with respect to contaminants, materials or substances. The Engineer shall assume no liability whatsoever for correction of any Hazardous Environmental Conditions; and shall be entitled to payment or reimbursement of expenses, costs or damages occasioned by undisclosed Hazardous Environmental Conditions.

Buried Utilities: Client shall be responsible for designating the location of all utility lines and subterranean structures within the property lines of the Project. Client agrees to waive any claim against the Engineer and to defend, indemnify and hold the Engineer harmless for any claim or liability for injury or loss arising from the Engineer or other persons encountering utilities or other manmade objects that were not brought to the Engineer's attention or which were not properly located on the plans furnished to the Engineer. Client further agrees to compensate the Engineer for any and all time, costs and expenses incurred by the Engineer in defense of any such claim, in accordance with the Engineer's then effective standard hourly fee schedule and expense reimbursement policy.

Boundary Conflict: Boundary determinations occasionally disclose unseen or unknown conflicts between the record documents and the location of physical improvements. Upon discovery of any latent or patent ambiguity, uncertainty, or dispute disclosed by the records or by placement of the boundaries on the ground, work on the boundary survey will be suspended and you will be immediately notified. The Engineer will present alternatives for possible resolution and any additional work required to achieve resolution will be negotiated. If you should choose to forego resolution, all work completed to date will be invoiced for payment and the project file will be archived by the Engineer for future resolution. If you choose resolution, the Engineer will act as your mediator, consultant and expert until satisfactory resolution is achieved. Upon resolution, this initial agreement will be reinstated and completed in accordance with its initial terms subject to potential interim rate increases.

Force Majeure: Except as hereinafter provided, no delay or failure in performance by Client or the Engineer shall constitute a default under this Agreement if and to the extent the delay or failure is caused by Force Majeure. Unless the Force Majeure frustrates performance of the Services, Force Majeure shall not operate to excuse, but only to delay, performance of the Services. If Services are delayed by reason of Force Majeure, the Engineer promptly shall notify Client. Once the Force Majeure event ceases, the Engineer shall resume performance of the Services as soon as possible. "Force Majeure" means any event beyond the control of the Party claiming inability to perform its obligations and which such Party is unable to prevent by the exercise of reasonable diligence, including, without limitation, the combined action of workers, strikes, embargoes, fire, acts of terrorism, explosions and other catastrophes, casualties, a moratorium on construction, delays in transportation, governmental delays in granting permits or approvals, changes in laws, expropriation or condemnation of property, governmental actions, unavailability or shortages of materials, national emergency, war, acts of terrorism, cyber-attacks, civil disturbance, floods, unusually severe weather conditions or other acts of God or public enemy. Inability to pay or financial hardship, however, shall not constitute Force Majeure regardless of the cause thereof and whether the reason is outside a Party's control.

Other Terms and Conditions: The Terms and Conditions set forth in this Agreement shall not be superseded by any additional or alternate terms and conditions presented by the Client or any other Party whether contained in invoices or in any other form unless mutually executed, in writing, by the Engineer and Client.

Equal Employment Opportunity / Rights Under Federal Labor Laws

1. The equal opportunity clause of 41 CFR § 60-1.4(a) is hereby incorporated by reference as if fully set forth herein.
2. The equal opportunity clause of 41 CFR § 60-741.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified individuals with disabilities.
3. The equal opportunity clause of 41 CFR § 60-300.5(a) is hereby incorporated by reference as if fully set forth herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime consultants and subconsultants to employ and advance in employment qualified protected veterans.
4. The employee notice clause of 29 CFR § 471, Appendix A to Subpart A is hereby incorporated by reference as if fully set forth herein.



5. Employer Reports on Employment of Protected Veterans (41 CFR § 61-300.10)

- a. The Engineer agrees to report at least annually, as required by the Secretary of Labor, on:
 - 1) The total number of employees in the workforce of the Engineer, by job category and hiring location, and the total number of such employees, by job category and hiring location, who are protected veterans;
 - 2) The total number of new employees hired by the Engineer during the period covered by the report, and of such employees, the number who are protected veterans; and
 - 3) The maximum number and minimum number of employees of the Engineer at each hiring location during the period covered by the report.
 - 4) The term "protected veteran" refers to a veteran who may be classified as a "disabled veteran," recently separated veteran, "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined in 41 CFR 61-300.2.
- b. The above items must be reported by completing the report entitled "Federal Contractor Veterans' Employment Report VETS-4212."
- c. VETS-4212 Reports must be filed no later than September 30 of each year following a calendar year in which the Engineer held a covered contract or subcontract.
- d. The employment activity report required by paragraphs (a)(2) and (a)(3) of this clause must reflect total new hires and maximum and minimum number of employees during the 12-month period preceding the ending date that the Engineer selects for the current employment report required by paragraph (a)(1) of this clause. The Engineer may select an ending date:
 - 1) As of the end of any pay period during the period July 1 through August 31 of the year the report is due; or
 - 2) As of December 31, if the Engineer has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1, Standard Form 100 (EEO-1 Report).
- e. The number of veterans reported according to paragraph (a) above must be based on data known to the Engineer when completing their VETS-4212 Reports. The Engineer's knowledge of veterans status may be obtained in a variety of ways, including, in response to an invitation to applicants to self-identify in accordance with 41 CFR 60-300.42, voluntary self-disclosures by employees who are protected veterans, or actual knowledge of an employee's veteran status by the Engineer. Nothing in this paragraph (e) relieves the Engineer from liability for discrimination under 38 U.S.C. 4212.

Rev. 04/10/20



6 December 2022

Mr. Nathan Houck
SILLMAN
7515 Metropolitan Dr. Suite 400
San Diego, CA 92108

Subject: San Diego Housing Commission – Ramada Inn Landscape Improvements,
3737 Midway Drive, San Diego CA 92110 - Landscape Architectural Services & Fees Proposal

Dear Nathan,

Thank you for considering Neri Landscape Architecture (NLA) for your project in San Diego's Midway District. NLA is prepared to provide you with a complete and distinctive product that meets the San Diego Housing Commission's (SDHC) desire for a water-conserving landscape.

I understand our scope of work to be as follows:

- Coordinate landscape work with yourself and SDHC.
- Conduct Landscape verification: including a review of irrigation system.
- Prepare digital background using client-supplied plans.
- Prepare Design Development drawings for landscape improvements
- Prepare landscape demolition, construction, irrigation, low voltage lighting and planting Construction Documents for bidding and construction.
- Coordinate plan check review for landscape improvements
- Attend six (6) project meetings during design and construction.

If this proposal meets with your approval please return it to me with your signature. If you have any questions please call me at (858) 274-3222 x201.

Sincerely,



Jim Neri, ASLA
Jn:wn

AGREEMENT BETWEEN CLIENT AND LANDSCAPE ARCHITECT

This proposal/agreement is a description of services and terms offered by **Neri Landscape Architecture, A California Corporation, 928 Hornblend St. Ste 3, San Diego CA 92109 (NLA)** to **SILLMAN, 7515 Metropolitan Dr. Suite 400, San Diego, CA 92108 (Client)** for Landscape Architectural Fees and Services for the following:

Project Title: **Ramada Inn Water-Efficient Landscape**

Project Addresses: 3737 Midway Drive, San Diego CA 92110

Project Description: The proposed project includes site research, preparation of design development landscape drawings, landscape construction documents, and construction services for improvements to existing on-grade landscaping. This project is governed by the requirements of the San Diego Housing Commission and the City of San Diego.

Article 1 - Landscape Architect's Basic Services

Design Development

- 1.1 NLA will investigate existing site conditions with respect to topography, vegetation, soils, utilities, and will catalog sizes, makes/models, condition, and locations of the existing *visible* irrigation equipment. Observed irrigation valve sizes, boxes, irrigation controller, and backflow preventer will be translated into a digital format along with site curbs, walkways, and buildings taken from record drawings provided by the client to prepare a digital site plan. This plan will be diagrammatic if no existing digital survey is available.
- 1.2 NLA will prepare Design Development plans and Materials Image Board for the landscape, providing water-conserving planting areas. This plan will be presented to the Client and Owner for comment and approval (2) meetings.

Landscape Construction Documents

- 1.3 NLA will prepare on-site Landscape; specifications, demolition, construction, irrigation, low voltage lighting and planting Construction Documents for bidding and construction.
- 1.4 NLA will provide construction drawings for plan check submittal by others and coordinate revisions to drawings based on review comments. (1) meeting.

Construction Administration

- 1.5 NLA will attend (3) Meetings with the contractor and SDHC to kick off the landscape construction, meet on site during construction, walk the site after construction, and final after the plant establishment period.
- 1.6 NLA will prepare meeting notes, punch lists and record drawings based on redline field information provided by the contractor.

Article 2 – Additional Services

- 2.1 Additional services beyond Landscape Architect's Basic Services may be provided if confirmed by the Client in writing. Such services might include but are not limited to: Work within the public right-of-way, presentations to agencies, institutions or civic groups, models, renderings retention of sub-consultants, LEED, and construction cost estimates.

Article 3 – Excluded Services

3.1 Excluded Services are not a part of Landscape Architect’s Basic or Additional Services and are the responsibility of others. Excluded Services include but are not limited to, the following: submittals to reviewing agencies or associations, subsurface soil conditions; soil issues (including structural suitability, soil content, level of compaction), lot line location; drainage; location of utilities; waterproofing of structures; security; line voltage electrical; Mechanical, Architectural, Electrical, Structural, Geotechnical, Civil engineering, plan or permit processing and fees, environmental work of any kind, modifications to construction improvement plans after commencement of construction.

Article 4 – Client’s Responsibilities

- 4.1 Client agrees to provide Landscape Architect with all agency landscape requirements, sign location information, surveys, utility locations, reports, and professional recommendations and any other related items requested by the Landscape Architect in order to provide its professional services. Landscape Architect may rely on the accuracy and completeness of these items.
- 4.2 Client shall furnish the services of any consultants required to complete work outside of landscape architect's scope.
- 4.3 Client agrees to advise Landscape Architect of any known or suspected contaminants at the project site. Client shall be solely responsible for all subsurface soil conditions.
- 4.4 Client will obtain and pay for all necessary permits from authorities with jurisdiction over the project.
- 4.5 Client agrees to provide the items described herein and to render decisions in a timely manner so as not to delay the orderly and sequential progress of Landscape Architect’s services.

Article 5 – Estimated Schedule and Project Budget

- 5.1 Landscape Architect will prepare construction documents and will render its services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact any Project Schedule. As of the date of this Agreement, Client’s Project Schedule is for permit approval by July of 2023.
- 5.2 As of the date of this Agreement, Client’s landscape budget is \$33,230.00. Client acknowledges that significant changes to the Project of construction schedule or budget, or to the Project’s scope may require Additional Services of the Landscape Architect according to Article 2.

Article 6 – Compensation and Payments

6.1 Client agrees to pay Landscape Architect as follows:

Design Development	Fixed Fee	\$ 4,200.00
Landscape Construction Documents	Fixed Fee	\$ 5,800.00
Construction Administration	Fixed Fee	\$ 2,300.00
		<hr/>
		<u>\$12,300.00</u>

6.3 Additional Services, hourly fee basis

Fee Schedule:

Principal:	\$175.00 per hour
Landscape Architect:	\$130.00 per hour
Designer:	\$100.00 per hour
Draftsperson:	\$ 60.00 per hour

- 6.3 Reimbursable Expenses are subject to a multiplier of 1.10 and include, but are not limited to: reproduction, postage, plotting, handling of documents, long distance and facsimile charges, authorized travel outside of San Diego County.
- 6.4 Landscape Architect will bill Client for Basic and Additional Services and Reimbursable Expenses twice monthly. All payments are due to Landscape Architect upon receipt of invoice. An amount equal to 5% of amount billed per month will be charged to all accounts due more than 30 days after date of invoice.

Article 7 – Termination

- 7.1 Either Client or Landscape Architect may terminate this Agreement upon ten days written notice.
- 7.2 If terminated, Client agrees to pay Landscape Architect for all Basic and Additional Services rendered and Reimbursable Expenses incurred up the date of termination.
- 7.3 Upon not less than 10 days written notice, Landscape Architect may suspend the performance of its services if Client fails to pay Landscape Architect in full for services rendered or expenses incurred. Landscape Architect shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Article 8 – Dispute Resolution

- 8.1 Client and Landscape Architect agree to mediate claims or disputes arising out of or relating to this Agreement before initiating litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally between parties

Article 9 – Use and Ownership of Landscape Architect's Documents

- 9.1 Upon the parties signing this Agreement, Landscape Architect grants Client a nonexclusive license to use Landscape Architect's documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Landscape Architect, including but not limited to, drawings and specifications, are the property of Landscape Architect. These documents shall not be reused on other projects without Landscape Architect's written permission. Landscape Architect retains all rights, including copyrights, in its documents. Client or others cannot use Landscape Architect's documents to complete this Project with others unless Landscape Architect is found to have materially breached this Agreement.
- 9.2 The Client shall name NLA as the Landscape Architect on all project identification boards, published articles, promotional materials and similar communications regarding the Project Design.

Article 10 – Miscellaneous Provisions

- 10.1 The law of Landscape Architect's principal place of business governs this Agreement.
- 10.2 This Agreement is the entire and integrated agreement between Client and Landscape Architect and supersedes all prior negotiations, statements or agreements, either written or

oral. The parties may amend this Agreement only by a written instrument signed by both Client and Landscape Architect.

- 10.3 In the event that any term or provision of this Agreement is found to be unenforceable or invalid for any reason, the remainder of this Agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
- 10.4 Neither Client nor Landscape Architect shall assign this Agreement without the written consent of the other.
- 10.5 Irrespective of any other term in this Agreement, Landscape Architect shall not control or be responsible for construction means, methods, techniques, schedules, sequences or procedures; or for construction safety or any other related programs; or for another parties' errors or omissions or for another parties' failure to complete their work or services in accordance with Landscape Architect's documents.
- 10.6 Client agrees to indemnify, defend and hold Landscape Architect harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the Project and/or this Agreement, except that the Landscape Architect shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Landscape Architect's negligent errors or omissions.
- 10.7 Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party that dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- 10.8 Client and Landscape Architect waive consequential damages for any claims, disputes or other matters in question arising out of or relating to this Agreement. Landscape Architect's waiver of consequential damages, however, is contingent upon the Client requiring contractor and its subcontractors to waive all consequential damages against Landscape Architect for claims, disputes or other matters in question arising out of or relating to the Project.
- 10.9 To the extent damages are covered by property insurance during construction, Client and Landscape Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for such damages. Client or Landscape Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties described in this paragraph.

- 10.10 Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of or improper maintenance in or associated with landscaped areas including landscape planting, hardscape, lighting, grading, drainage, water features, furnishings, and irrigation whether associated with the Project or not may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Owner is solely responsible for the results of any lack of or improper maintenance.
- 10.11 Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- 10.12 If this Agreement is not signed and returned to Landscape Architect within 30 days, the offer to perform the described services may, in Landscape Architect's sole discretion, be withdrawn and be null and void.

LANDSCAPE ARCHITECT

CLIENT



James Neri

Title: Principal/CEO

Title _____

Dated: 11/28/22

Dated _____

Registered Landscape Architect No. 3321

Renewal Date: 6/30/23

Landscape architects are licensed by the State of California

December 6, 2022

Mr. Nathan Houck
nhouck@sillmanarch.com

SILLMAN

7515 Metropolitan Dr., Suite 400
San Diego, CA 92108

Project: **Ramada Inn Renovation – Midway Drive (San Diego, CA)**

Dear Mr. Houck,

Thank you for the opportunity to provide you with our Structural Engineering scope and fee for the project referenced above. Exhibit "A" details our anticipated scope and fee for structural design, based on preliminary documents sent via email on November 21, 2022, and additional information provided via email on November 28 and December 2, 2022.

This scope and fee are valid for a period of 90 days from the date of the proposal, with project kick-off occurring no later than one calendar year from the date of the proposal. If these durations are exceeded, this scope and fee need to be reviewed and updated by BWE.

Also included as part of this proposal are our current hourly rates that will be updated annually.

Please call me if you have any questions or comments. We look forward to working with you on this project.

Respectfully,

BWE



Jeff Densley, SE
Principal Associate

Please note that this is not a contract. We can provide a contract based upon this scope and fee if you would like to proceed based on this document.

EXHIBIT "A"
Ramada Inn Renovation – Midway Drive (San Diego, CA)
Structural Engineering Scope of Work and Fee

Project Description

The proposed project consists of renovating an existing 2-story motel (Ramada Inn) into a multi-family residential facility. The main occupancy classification will be R-2 (residential). The existing structure was built in 1958 and includes 64 units over approximately 36,000 square feet. It is anticipated that the renovation will be primarily related to architectural and MEP improvements, with no major structural renovations.

Given the proposed occupancy change from motel (R-1) to residential (R-2), we do not anticipate any upgrades to the structure due to increased live loads or seismic risk category. Therefore, provided that no major changes occur to the load-bearing structural elements (including floor and roof framing, stud walls, and shear walls) the existing gravity and lateral force resisting systems are assumed to be adequate. A "major change" would include but not necessarily be limited to any of the following:

1. Increase in vertical load to, or reduction in capacity of, any single gravity load resisting element of more than 5%
2. Increase in lateral load to, or reduction in capacity of, any single lateral load resisting element of more than 10%
3. Relocation or reconfiguration of any structural load-bearing elements (such as floor or roof framing, or load bearing/shear walls)

If the condition of the existing structural framing is found to be sufficiently poor and load-carrying ability is compromised (such as from rot/water damage or termite damage) framing will need to be replaced. This work is not included in our structural scope.

The initial project schedule allows for approximately 6 months from kickoff to permit, starting in January 2023. Two deliverables will be provided during the design phase (100% DD and 100% CD).

Site Visits

- a) Visit the site and provide a basic visual evaluation of framing materials, type, and layout to verify existing construction methodology. Up to (2) separate visits are included in this phase, and demolition of existing work is not part of our evaluation.

Design Development

- b) Attend up to (3) design team coordination meetings via conference call, or in San Diego as required
- c) Coordinate general project requirements with architect and MEP consultants

Construction Documents

- a) Attend up to (3) design team coordination meetings via conference call, or in San Diego as required
- b) Coordinate specific project requirements with architect and MEP consultants
- c) Review and redline architectural and MEP drawings as needed for attachment and detailing of non-structural items
- d) Prepare structural calculations and drawings for the following items:
 - a. Typical framing details (such as for new non-bearing stud walls and new penetrations in existing walls, roof, or floor)
 - b. Equipment anchorage details (such as for new or upgraded rooftop units weighing in the range of 200-500 pounds)
 - c. Local retrofit of individual framing elements for specific gravity loads, if necessary (for example, rooftop units, water heaters or washer/dryer units)

Plan Check and Bidding

- a) Review and respond to City review comments related to structural calculations and drawings, and revise calculations and drawings accordingly
- b) Review and respond to bid questions related to structural drawings, and revise drawings accordingly

Construction Administration

- a) Provide limited construction administration services including structural RFI responses, review of pertinent structural submittals, and providing clarifications of content included on structural drawings as needed

Scope Assumptions and Exclusions:

- a) Refer to “Project Description” above for additional information and assumptions
- b) Our scope and fee are based on information received via email November 21 and 28, 2022
- c) Duration of design is expected to be approximately 6 months (including permitting); duration of construction of the main structural elements is expected to be approximately 6 months
- d) Formal deliverables are assumed to be limited to electronic plans and calculations to be issued for building department submittals (interim submittals used solely for the purpose of design team coordination are included)
- e) If structural engineering work is not required or requested for any of the listed phases, that phase will not be billed
- f) Allotted times for RFI and submittal reviews will be no less than (5) business days and (10) business days, respectively (RFIs and submittals will be expedited to the extent possible depending on content and complexity)
- g) Unless specifically noted, the following items are excluded from our scope of work:
 - a. Permit processing and fees
 - b. Additional site visits during design or construction (2 visits are included as noted above)
 - c. Demolition work in the field (this is expected to be performed by a licensed contractor)
 - d. Responding to any formal comments prepared by entities other than the jurisdiction having authority over the work (such as 3rd party reviews and/or peer reviews)
 - e. Scope revisions occurring after the date on this proposal
 - f. Value engineering, cost/design studies, and/or multiple design iterations beyond what is part of the typical design coordination process
 - g. Revisions that impact existing structural/load-bearing elements (such as higher loads, modifications that reduce capacity, or revisions/reconfiguration of existing framing)
 - h. Condition evaluation of existing framing – our site visit includes a basic visual observation of exposed framing to note type and layout, but excludes assessment of condition of existing framing and any associated repairs if existing framing appears to be in poor condition or otherwise compromised
 - i. Design of roof screens, if used
 - j. Design of elements using alternative materials and methods (including but not limited to aluminum, fiberglass, structural glass)
 - k. Analysis of temporary construction conditions
 - l. Support of MEP work (including but not necessarily limited to piping, raceways/conduit, ductwork, and distribution systems)
 - m. Site work, including but not necessarily limited to light poles and their foundations, site walls, retaining walls, signage, and vehicle bollards
 - n. Revisions to permitted structural drawings to ease construction efforts, process contractor substitution requests, and/or due to unforeseen conditions during construction
 - o. As-built drawings

Proposed Fee Summary

Structural Engineering Scope Phase Description	Fixed Fee
Site Visits	\$4,000
Design Development Phase	\$2,200
Construction Documents Phase	\$4,200
Plan Check and Bidding	\$1,500
Construction Administration	\$1,500
TOTAL (Base Fee)	\$13,400

RATE SCHEDULE

Effective October 1, 2022

Principal	Structural/Civil Design/Survey.....	200
Principal Associate	Structural/Civil Design/Survey.....	170
Project Manager	Structural/Civil Design/Survey.....	165
Senior Project Engineer/Senior Project Surveyor	Structural/Civil Design/Survey.....	150
Project Engineer/Project Surveyor	Structural/Civil Design/Survey.....	135
Senior Engineering Tech/BIM Manager	Structural/Civil Design.....	135
Engineering Technician	Structural/Civil Design.....	120
Surveyor - Professional Land Surveyor	Survey.....	185
Survey Technician	Survey.....	135
One-Person Field Crew	Survey.....	185
One-Person Field Crew (Prevailing Wage)	Survey.....	255
Two-Person Field Crew	Survey.....	225
Two-Person Field Crew (Prevailing Wage)	Survey.....	295
Travel Time	Survey.....	120
3D Laser Scanning	Survey.....	295
Administrative Assistant	Admin.....	110

28 November 2022

Nathan Houck
Sillman Architecture
7515 Metropolitan Drive, Suite 409
San Diego, CA 92108



2851 Camino Del Rio South
Suite 210
San Diego, CA 92108

(phone) 619.255.8964
(fax) 619.255.9547

www.protectiondesign.com

Re: Ramada Inn Renovation – San Diego, CA
Fire Protection Systems Design

Nathan:

Protection Design & Consulting (PD&C) is pleased to present our proposal for professional services on the above referenced project, for design of the private fire service main and building fire sprinkler system at the above referenced project. After review of the schematic design documents and in accordance with the applicable codes and standards enforced by City of San Diego, we have developed the following scope and fee.

PROJECT DESCRIPTION

The project entails redevelopment of an existing two-story, Type 5B motel into apartments for permanent supportive housing. The existing motel will be modernized, and individual hotel rooms improved and enlarged for use as a multi-family housing, which requires that fire sprinklers be retrofitted. Based on the requirements for a two-story Type 5B building with floors of this size, the sprinkler system will be designed per NFPA 13.

The building will be supplied by a new fire service lateral connected to the public water main in the adjacent right-of-way. The lateral will be furnished with an approved backflow prevention assembly, located and configured as required by San Diego Water Utilities Department. PD&C will coordinate with the project architect and civil engineer to determine the point of connection, size and arrangement of all valves, piping and the building system service entries, etc., and we assume that no new fire hydrants will be required by San Diego Fire Department. Construction documents will include site fire main improvements, building piping plans, sprinkler layouts showing the type and finish of all sprinklers at finished ceilings.

SCOPE OF WORK

1. Obtain updated water flow test data from San Diego Development Services Department. Flow data used as a basis for fire sprinkler system hydraulics must be current to within 12 months of intake.
2. One site visit to perform a physical survey of the existing building conditions.
3. Preparation and submittal for approval of construction documents (in AutoCAD), for site fire protection improvements. The documents will include:
 - a. Site piping plan(s).
 - b. Details of backflow assembly, fire department connection and sprinkler system valves.
 - c. Location and details of building fire service lateral and building service entry.
 - d. Details of thrust blocks and other means of restraint, trenching and backfill, etc.
4. Preparation and submittal for approval of construction documents (in AutoCAD or Revit), for sprinkler system. The documents will include:
 - a. Wet pipe fire sprinkler system piping plans.
 - b. Typical unit plans with sprinkler layouts.
 - d. Building sections and details of construction.
 - e. Seismic bracing and anchorage details with calculations as required.

5. Material Data Sheets as required for submittal to City of San Diego.
6. Review and respond to corrections, questions, and comments during plan review.
7. Prepare book style specifications for site main, fire sprinkler and fire alarm systems.
8. Attend on-line design team meetings as called by Sillman.
9. Coordinate all work with the architect and other disciplinary consultants.
10. Review and furnish bid phase responses to RFI's and clarification requests.
11. Limited Construction Phase Administration:
 - a. One or two site visits for inspections and punch list review.
 - b. Telephone support, RFI responses, etc.

SERVICES AND EXPENSES NOT INCLUDED

1. Coordination, preparation of shop drawings and fabrication listing shall be by installing contractor.
2. Attendance of or online participation in construction phase BIM coordination meetings.
3. Work related to fire alarm systems, except for coordinating points of connection to sprinkler system devices such as flow and tamper switches for building alarm and supervisory systems.
4. Survey of existing structural framing conditions or preparation of as-built framing plans. Seismic bracing anchorage details and applied load calculations shall be furnished to the structural engineer of record for evaluation and coordination, but all work related to the existing structure, including any required improvements shall be by others.
5. Costs for special insurance beyond our standard practice policies in force at the time any work is authorized pursuant to this proposal. Additional insurance costs include but are not limited to cost of additional insureds, waiver of subrogation, project specific-insurance coverage, increased policy maximums, etc.
6. We do not anticipate any reimbursable expenses.

CODES, STANDARDS & JURISDICTIONAL AUTHORITIES

All designs will be in accordance with:

- 2023 California Building Code
- 2023 California Fire Code
- 2019 NFPA 13, Standard for the Installation of Sprinkler Systems
- 2019 NFPA 24, Standard for the installation of Private Fire Service Mains
- San Diego Fire Department Policies & Standards
- San Diego Development Services Department Policies & Standards
- San Diego Water Utilities Department Policies & Standards

COMPENSATION

We propose compensation in the lump sum of **\$28,500.00**, with payments made based on the percentage of work completed during the previous 30-day billing period and in accordance with the following schedule of values:

- Site Fire Main Design and Private Underground Plan \$ 5,000.00
- Building Sprinkler System \$23,500.00

We propose that invoicing be based on the following proportions of fee by phase:

- Design Development: 35%
- Construction Documents: 40%
- City Submittal and Approval: 15%
- Construction Phase: 10%

Should you have questions or comments with regard to this proposal, please contact our office at your earliest convenience.

Sincerely,



Stephen M. Leyton
President



CAMPBELL-ANDERSON & ASSOCIATES, INC.
Cost Management ■ Project Management

December 1, 2022

Mr. Nathan Houck, AIA
Sillman Architects
7515 Metropolitan drive, #400
San Diego, CA 92108

Re: Ramada Inn Renovation, 37347 Midway Drive, San Diego, California

Dear Nathan:

Further to your recent request, please find enclosed our Scope of Services and Fee Proposal for Cost Management and Value Engineering Services on the above project.

In accordance with your request, we have broken our fee into the following categories:

- 1.0 Design Development Cost Check
- 2.0 50% Construction Document Cost Review
- 3.0 100% Construction Document Cost Review

We trust this proposal is satisfactory but should you require anything further, please do not hesitate to contact us.

Sincerely,

CAMPBELL-ANDERSON & ASSOCIATES, INC.

Graham C. Anderson
Principal

GCA/cc

Enclosures



RAMADA INN RENOVATION,
3747 MIDWAY DRIVE, SAN DIEGO, CALIFORNIA

SCOPE OF SERVICES AND FEE PROPOSAL
DECEMBER 1, 2022

A. **SCOPE OF SERVICES**

The following is a brief outline description of our interpretation of the Scope of Services for Cost Consulting Services.

1.0 **Design Development Cost Check**

This phase of the scope covers the preparation of a fully-detailed *Elemental Cost Check* based on the Design Development package prepared by the A/E team and is in a form which can be directly related to previous estimates prepared for the project. This enables all cost overruns/underruns to be clearly identified and any Value Engineering/remedial design work addressed to the areas in which it is required. This tracking of the construction costs in an elemental form helps short circuit the possibility of a particular element of the design getting out of control in terms of cost and relationship with other elements of the project.

In addition, attendance at all necessary design team meetings and preparation/analysis of Value Engineering suggestions are included in our fee for this phase of the project.

2.0 **50% Construction Document Cost Review**

At approximately the 50% completion stage of the Construction Documents, we would receive a set of progress prints so that a Cost Review exercise could be carried out as a check against the costs at the completion of Design Development. This exercise enables any possible cost overruns to be identified at a stage where corrective action can still be effectively taken without impairing the completion of the construction drawings at this stage of the design.

In addition, attendance at all necessary design team meetings and preparation/analysis of Value Engineering suggestions are included in our fee for this phase of the project.

3.0 **100% Construction Document Cost Review**

Before issuance of the construction documents for bidding purposes, a *100% Construction Document Cost Review* shall be carried out to confirm that the project, as detailed, is within the total capital funds available for award purposes. This document shall be in the same format as the previous documents for tracking purposes. Attendance at design team meetings as necessary has been included in our fee proposal.



CAMPBELL-ANDERSON & ASSOCIATES, INC.

Cost Management ■ Project Management

Ramada Inn Renovation,
San Diego, CA
Scope of Services & Fee Proposal
Page 2

B. FEE PROPOSAL

The following is our fee proposal summary which relates directly to the “Scope of Services” description.

1.0	Design Development Cost Check	\$10,040.00
2.0	50% Construction Document Cost Review	\$6,620.00
3.0	100% Construction Document Cost Review	<u>\$8,220.00</u>
	TOTAL FIXED FEE	<u>\$24,880.00</u>

Standard Hourly Rates

All additional services requested shall be billed in accordance with the following rates:

- Senior Cost Manager \$160.00 per hour
- Clerical \$55.00 per hour
- Expenses Reimbursed at cost + 10%.

Qualifications

Our fee includes for the preparation of estimates for all disciplines at all stages of design except estimates relating to hazardous material abatement, termite treatment and furniture, fixtures and equipment.

Scope of work specifically excludes the following :

- Seismic upgrade of existing building.
- Complete removal and replacement of plumbing systems to existing building.
- Complete removal and replacement of HVAC systems to existing building.
- Complete removal and replacement of windows and doors to existing building.