



New Donald Dungan Library, Neighborhood Community Center and Park Improvements Project – Café Kiosk

PROJECT SCOPE

The Project, located in Lions Park, includes the vertical construction of a new approximately 1,000 SF Café Kiosk and site improvements to include new decking.

CAFÉ KIOSK

The Project includes vertical construction of the new approximately 1,000 SF Café Kiosk, which is a snack and beverage service kiosk to serve the park and all facilities in the park. The site improvements include approximately 1,100 SF of new wood decking along the south side of the kiosk.

BASIC DESIGN SERVICES

The Consultant as Architect-of-Record will manage and coordinate all design and document preparation tasks through the phases identified below. The Consultant shall provide the services of external sub-consultants, or professional expertise from its own staff in at least the following disciplines:

- Structural Engineering
- Mechanical, Electrical & Plumbing Engineering
- Landscape Architecture
- Lighting Design
- Food Service/Kitchen Design
- Information/Technology- Data Telecom
- Obtaining Health Department Permit

REPACKAGE CONSTRUCTION DOCUMENTS

1. Drawings and specifications will need to be repackaged into a permittable and biddable set. The Consultant shall prepare Café Kiosk Construction Documents consisting of drawings and other documents setting forth in detail the requirements for construction of the Project. The Consultant shall prepare complete drawings and specifications as are necessary for obtaining a Building Permit under CBC 2022, developing complete bids for the Café Kiosk, and for properly executing the Project work. Café Kiosk Drawings and Specifications shall set forth in detail all of the following: 1) the Project construction work to be done; 2) the materials, workmanship, finishes, and equipment required for the Project; and 3) the utility service connection equipment and site work.
2. The Café Kiosk Construction Documents and Specifications must be in such form as will enable the Consultant and the City to secure the required permits and approvals from the Building Department and Health Department under CBC 2022.

PERMITS AND REBIDDING

1. The City, with input and assistance from the Consultant, shall develop the documents describing Contract, General Conditions, Supplementary General Conditions, Special Conditions, other necessary conditions of the contract, Division One of the Project Manual (i.e. City standards for construction, specifications, and the contract), Sample Forms, prequalification requirements and forms, and any other certifications and documents required by laws, rules and regulations which may be reasonably required in order to obtain General Contractor bids responsive to the Construction Documents. Excluded work in this phase includes development and preparation of: 1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms and 2) the Conditions of the contract for Construction (General, Supplementary and other Conditions).
2. Upon completion of Café Kiosk Construction Documents, they shall be submitted to the appropriate federal, state, regional or local permitting agencies concerned with the Project.
3. Upon incorporation of permitting agency comments the Consultant shall schedule a back-check review with the permitting agency. Any back check changes required by the permitting agency shall be incorporated into the Construction Documents.
4. During the Café Kiosk Bidding Process, the Consultant shall respond to requests for information or clarification. The Consultant shall respond only to questions or requests for clarifications concerning the Construction Documents that are submitted by the City or the Contractor. Any such questions or requests for clarifications from bidders must be submitted through the City/Contractor.
5. The Consultant shall prepare for Café Kiosk any required addenda to the Construction Documents in the City's format for approval and distribution by the City.

CONSTRUCTION ADMINISTRATION PHASE

1. All Construction Administration services identified below are provided for the Café Kiosk.
2. The Consultant shall provide general administration of the Construction Documents and the work performed by the Contractor and Sub-contractors. The Consultant shall observe work executed from the Construction Documents.
3. The Consultant shall provide services during the Construction Phase under management and oversight of the City's Project Manager (PM) for the Project.
4. All Consultant communication with the contractor during Bidding and Construction Phases shall be through the PM.

5. The Consultant shall review the project schedule, schedules of shop drawing submittals and schedules of values prepared by the construction contractor and consult with the PM concerning their acceptability.
6. The Consultant shall review and provide responses to Requests for Information (RFI) prepared by the construction contractor and consult with the PM concerning their acceptability when appropriate.
7. The Consultant shall conduct site visits to observe each contractor's work for general conformance with the Construction Documents and with any approved construction schedules or milestones. Such visits shall be conducted weekly or as often as are necessary and appropriate to the stage of construction. Such visits may be in conjunction with the Project's construction meetings.
8. The Consultant shall cause all architects, engineers and other consultants, as may be hired by the Consultant or City, to observe the work completed under their disciplines as required and approve and review all test results for general conformance with the Construction Documents.
9. The Consultant shall attend all construction meetings and confirm written reports/minutes produced by the PM after each construction meeting in order to keep the City informed of the progress of the work. Such meetings shall occur at a frequency necessary for the progress of the Project work, according to the PM's sole discretion, but no less than weekly.
10. The Consultant shall make written reports to the PM as necessary to inform the PM of problems arising during construction, changes contemplated as a result of such problems and progress of the Project work. The Consultant shall not have control over the acts or omissions of the contractors, subcontractors or their agents or employees, or of any other persons or entities performing or supplying portions of the work which were not employed or hired by the Consultant.
11. The Consultant shall review, process, and approve all submissions for compliance with the Construction Documents and respond to such submissions in a timely manner to not delay the progress of the schedule or construction work. The Consultant's review and response shall be done in such a manner to ensure the timely and uninterrupted progress of the Project work.
12. The Consultant shall evaluate and advise the PM of any Change Requests and material change(s) which may be requested or necessary in the Project plans and specifications. The Consultant agrees to comply with the PM's change request process and shall provide the PM with its opinion as to whether such change requests should be approved.

13. The Consultant, upon request by the City or City's representative, shall examine and provide feedback on the construction contractor's application for payment based on the Consultant's observations at the site. Such certification for payment shall not be a representation that the Consultant has: 1) made exhaustive or continuous on-site inspections of the work for which payment is sought; 2) reviewed construction means, methods, techniques, sequences or procedures for the work for which payment is sought; 3) ascertained how and for what purpose the contractor has used money previously paid; or 4) certified that the work for which payment is sought is without defects.
14. The Consultant shall determine the date of substantial completion, in consultation with the PM, and complete and submit the appropriate form to the PM.
15. After determining that the Project is substantially complete, the Consultant shall participate in the inspection of the Project and shall prepare a Punch List of all remaining deficiencies and minor items needed to be corrected or completed on the Project. The Consultant shall notify the PM of all Punch List Items.
16. The Consultant shall cause all other architects, engineers, and other consultants, as may be hired by the Consultant, to file any and all required documentation with governmental authorities necessary to close out the Project. The Consultant shall assist the PM in obtaining such documentation from all other architects, engineers, or other consultants.

PROJECT CLOSE-OUT PHASE

1. All Project Close-out Phase services identified below are provided for the Café Kiosk.
2. The Consultant shall incorporate all RFI, Addenda and Bulletins and Contractor as-built files into the Construction Documents and issue BIM digital files authored in an approved software application, as described by the City BIM Standards. Graphic Design/Signage Design document files shall be delivered as Illustrator files and in PDF format only.
3. The Consultant shall review the Contractor furnished as-built files for completeness.
4. The Consultant shall review all warranties, guarantees and final close-out material provided by the contractor and sub-contractors.
5. The Consultant shall cause all other engineers and other consultants, as may be hired by the Consultant to file any and all required documentation with all governmental agencies necessary to close out the Project.

AUTHORIZED ADDITIONAL SERVICES

1. The Consultant shall consult with additional specialists during the foregoing phases to the extent necessary. The fees for all consultants in those areas as required are included in Authorized Additional Services. The fees for required Additional Services of the above, beyond the scope of this project as described here, and as requested by the City shall be paid directly by the City and any coordination required by the Consultant shall be billed as Additional Services.
2. The Consultant shall bill as Additional Services all work that is the result of a substantial change directed by the City, that necessitates going back to, or repeating a part of or the entirety of any phase already approved and complete. Preparation of documents, applications, and/or other time spent on obtaining variances, or easement adjustments shall be billed as Additional Services.
3. Additional Services may be authorized by the City. If authorized, such Additional Services and Reimbursable Expenses associated with the Additional Services will be compensated at the rates and in the manner set forth in "Basis of Compensation" below, unless a flat rate or some other form of compensation is mutually agreed upon by the parties.
4. Additional Services mean 1) any work or Services which is determined by the City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary for the Consultant to perform at the execution of this Agreement; 2) revisions in Drawings or Specifications or other documents when such revisions are caused by conflicts to previously issued instructions of the City; 3) additional Drawing, Specification or document preparation and/or administration of work on portions of the Project separately bid; or 4) any work listed as Additional Services.

GENERAL REQUIREMENTS

1. Project fees for this Project are based on Design/Bid/Build project delivery.
2. The City may be requested to supply the Consultant with the necessary information to determine the proper location of all improvements on and off site, including existing record drawings in the City's possession. The Consultant will make a good-faith effort to verify the accuracy of such information by means of a thorough survey of site conditions.
3. The City will provide existing record drawings and provide any supplemental information to the Consultant which is available. The Consultant shall not be responsible for the accuracy of the information or existing record drawings, except to the extent that any inaccuracy should have reasonably been detected by the Consultant, pursuant to its standard of care and visual observation of existing conditions.

4. The Consultant and the Consultant's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure to hazardous materials or toxic substances in any form at the Project site.
5. All plans, specifications, original or reproducible transparencies of working drawings, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other Project Documents prepared pursuant to this Agreement shall be and remain the property of the City. Although the official copyright in all Project Documents shall remain with the Consultant or other applicable subcontractors or consultant, the Project Documents shall be the property of the City whether or not the work for which they were made is executed or completed. Within thirty (30) calendar days following completion of the Project, the Consultant shall provide to the City copies of all Project Documents required by the City. In addition, Consultant shall retain copies of all Project Documents on file for a minimum of seven (7) years following completion of the Project, and shall make copies available to the City upon the payment of reasonable duplication costs. Before destroying Project Documents following this retention period, Consultant shall make a reasonable effort to notify the City and provide the City with the opportunity to obtain the documents.
6. The Consultant grants to the City the right to use and reuse all or part of the Project Documents, at the City's sole discretion and with no additional compensation to the Consultant, for the following purposes: A) The construction of all or part of this Project; B) The repair, renovation, modernization, replacement, reconstruction or expansion of this Project at any time; C) The construction of another project by or on behalf of the City for its ownership and use. The City is not bound by this Agreement to employ the services of the Consultant in the event such documents are used or reused for these purposes. The City shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Consultant. The use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the City's right to recover for latent defects or for errors or omissions of the Consultant for the Project.
7. Any use or reuse by the City of the Project Documents on any project other than this Project without employing the services of the Consultant shall be at the City's own risk and liability with respect to third parties. If the City uses or reuses the Project Documents on any project other than this Project, it shall remove the Consultant's architect seal from the Project Documents and indemnify and hold harmless the Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Project Documents on such other project. The Consultant shall not be responsible or liable for any revisions to the Project Documents made by any party other than the Consultant, a party for which the Consultant is legally responsible or liable, or anyone approved by the Consultant.

8. This Agreement creates a non-exclusive and perpetual license for the City to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Consultant shall require any and all subcontractors and consultants to agree in writing that the City is granted a non-exclusive and perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.
9. The Consultant represents that the Consultant has the legal right to license any and all copyrights, designs and other intellectual property embodied in the Project Documents that the Consultant prepares or causes to be prepared pursuant to this Agreement. The Consultant makes no representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents that were prepared by design professionals other than the Consultant and provided to the Consultant by the City.
10. Upon 100% completion of the Construction Documents and Specifications, the Consultant shall provide the City with one hardcopy for reproduction.
11. The Consultant shall provide coordinated Construction Document level BIM digital files authored in an approved software application. BIM files are to be used by the Contractor in developing 4D and 5D technology and processes, shop drawings, coordination drawings and as-built drawings for this project. The Consultant is responsible for running clash detections as needed to ensure proper coordination between the Consultant and Sub-Consultants. Specifications shall be provided in Microsoft Word format. Graphic/Signage Design documents shall be provided as Illustrator and PDF files only. Acceptance of these electronic files constitutes acknowledgement of the conditions of this agreement between the Consultant and the City.
12. The Consultant is providing, by agreement with the City, materials stored electronically. The parties recognize that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media (including but not necessarily limited to "CAD documents" and "BIM") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. The signed and/or stamped hard copies of the Architect's Instruments of Service are the only true contract documents of record.

CITY'S OBLIGATIONS

1. The City shall provide the Consultant prior to the project start date confirmation of Project Schedule and Project Budget.
2. City's responsibilities shall include 1) retaining consultant(s) to conduct materials testing and inspection or to conduct any other environmental or hazardous materials testing and inspection pursuant to any other applicable laws, rules or regulations; 2) pay or reimburse the payment of all fees required by any reviewing or licensing agency, or other agency having approval

jurisdiction over the Project; and 3) designate a person(s) to act as representative for the performance of this Agreement (City's Representative).

- The City's Representative shall render decisions in a timely manner so as to avoid unreasonable delay in the orderly and sequential progress of services.

RESPONSIBILITY FOR CONSTRUCTION COST

- No cost estimating services are included with this proposal.

BASIS OF COMPENSATION

Based on the Scope of Work and Services defined above, Johnson Favaro and its consulting team propose a Professional Services Lump Sum Fee and Hourly Rate per Table 1 below. The fee will be billed monthly in proportion to the work completed.

For a Fee Summary by Consultant, see Table below:

PROFESSIONAL SERVICES FEE- LIONS PARK CAFÉ KIOSK			
HOURLY RATES & LUMP SUM FEE SUMMARY BY CONSULTANT			
	POSITION	HOURLY RATE (USD)	LUMP SUM FEE
Architecture		No Cap	\$41,500
	Principal Architect	\$250	
	Associate Principal	\$200	
	Senior Design Principal	\$180	
	Design Associate	\$150	
	Designer	\$140	
	Junior Designer	\$120	
	Administration	\$120	
Structural Engineering		No Cap	\$12,500
	Chief Executive Officer	\$325	
	Principal	\$280	
	Senior Vice President	\$275	
	Vice President	\$270	
	Senior Project Manager	\$250	
	Senior Consultant	\$240	
	Senior Project Engineer	\$225	
	Project Engineer	\$200	
	Senior Designer	\$160	
	Designer	\$150	
	Engineering Coordinator	\$125	
	Senior BIM/CAD Coordinator	\$125	
	BIM/CAD Coordinator	\$165	
	Project Accounting	\$100	

Mech. & Plumb Engineering	No Cap	\$11,600
	Principal	\$225
	Engineer	\$195
	Project Manager	\$185
	Sr. Designer	\$160
	Designer	\$140
	CAD Drafting	\$100
	Clerical	\$80
Electrical Engineering	No Cap	\$2,800
	Principal	\$200
	Engineer	\$175
	Project Manager	\$165
	Sr. Designer	\$140
	Designer	\$120
	CAD Drafting	\$90
	Clerical	\$70
Lighting	No Cap	\$4,900
	Principal	\$220
	Senior Designer	\$195
	Associate Designer	\$165
	Designer	\$120
Landscape Architecture	No Cap	\$15,000
	President	\$385
	Partner	\$300
	Principal	\$265
	Director	\$240
	Associate Director	\$225
	Senior Associate / Studio Leader	\$210
	Associate / BIM Manager	\$195
	Project Designer	\$185
	Designer	\$170
	Intern	\$135
	Clerical	\$90
Food Service	Not to Exceed Lump Sum Fee	\$9,500
	Designer	\$240
	Project Management	\$240
	CAD/Revit Drafting	\$135
	Administration	\$95
*Plan Check Fees for Health Permit		\$750
Information Technology/Audiovisual	No Cap	\$11,700
	Principal, Director	\$290
	Project Consultant	\$220
	Designer	\$200
	CAD/BIM Support	\$130
*Unforeseen Conditions Allowance Directed by the City		\$20,000
REPACKAGE, REPERMIT, REBID, & CA SERVICES TOTAL		\$130,250

REIMBURSABLES

The City shall reimburse the Consultant a sum for its reasonable out-of-pocket expenses that are incurred and paid for by the Consultant in furtherance of performance of its obligations under this agreement. Reimbursables are included in the Fee for Basic/Authorized Additional Services. The categories of expenses include:

- Printing and reproduction costs
- Shipping, overnight mail, postage, messenger and other handling of drawings and documents.
- Long distance telephone calls outside of the 213, 310, 562, 626, 323, 714, 949, 951 and 909 area codes.
- Renderings and special presentation models other than specified in the Proposal requested by the City.
- Additional Consultants not considered a part of Basic Services
- Fees paid to third parties for securing approval of authorities having jurisdiction over the project.

PRELIMINARY PROJECT SCHEDULE

Exact schedule to be determined.

The Consultant shall advise the City of any adjustments to the preliminary project schedule. Evaluation of the project schedule as well as subsequent estimates of the project schedule prepared by the Consultant, represent the Consultant's best judgment as a design professional familiar with community planning, design and construction. It is recognized, however, that the Consultant has no control over the performance of the City, the City Project Manager, the City of Costa Mesa Building Department or the general contractor in adhering to the project schedule. Accordingly, the Consultant cannot and does not warrant or represent that the project schedule will not vary from that represented herein, nor from any schedule estimate or evaluation prepared or agreed to by the Consultant.

EXCLUSIONS

1. Material testing
2. Hazardous materials abatement scope related to survey of existing conditions, drawings, reports, documents and or specifications.
3. Methane extraction systems
4. Off-site public improvements, not described in this Proposal including adjoining street widening.
5. Planning for Interim Housing or relocation drawings/diagrams
6. Physical presentation models
7. Partnering Workshops
8. Additional cost estimates or revisions to completed cost estimates
9. Design/Coordination of a Distributed Antennae System (DAS)
10. Ordering Cable or Satellite TV service
11. Design of the Telco utilities
12. Permitting through the City of Costa Mesa
13. LEED services
14. Cost estimating services

ADDITIONAL SERVICES

Additional Services shall be provided if authorized or confirmed in writing by the Client. These services shall be subject to an additional fee. Unless otherwise agreed prior to the work being carried out, our fees for any additional services will be based on time expended at our normal billing rates prevailing at the time the work is carried out.

Additional Services will be billed on an hourly basis at the rates shown below:

Principal Architect	\$250
Associate Principal	\$200
Senior Design Principal	\$180
Design Associate	\$150
Designer	\$140
Junior Designer	\$120
Administration	\$120