



moulton niguel water district

NOTICE AND CALL OF SPECIAL MEETING OF THE BOARD OF DIRECTORS

MOULTON NIGUEL WATER DISTRICT

27500 La Paz Road, Laguna Niguel

October 10, 2016

6:00 PM

Approximate Meeting Time: 2 Hours

NOTICE IS HEREBY GIVEN that a Special Meeting of the Board of Directors of the Moulton Niguel Water District (“MNWD”) has been called by the Chairman of the Board of Directors to be held on October 10, 2016, at 6:00 PM, at MNWD’s Administrative Offices located at the address above. The following business will be transacted and is the Agenda for this Special Meeting:

AGENDA

1. CALL MEETING TO ORDER

2. PUBLIC COMMENTS

Persons wishing to address the Board of Directors on any item listed on the Agenda should submit a “Request To Be Heard” form to the Recording Secretary before the Presiding Officer announces that agenda item. Your name will be called to speak at that time. (As required by law, public comments during a Special Meeting may address only specific items listed on the agenda, no other matters.)

PRESENTATION ITEMS

3. Operations Center Consolidation and Improvements Project Update

DISCUSSION/ACTION ITEMS

4. AMENDMENT NO.1 TO THE CONSULTING SERVICES AGREEMENT - WARE MALCOMB

It is recommended that the Board of Directors approve Amendment No. 1 to the Amended and Restated Consulting Services Agreement with Ware Malcomb for an amount not-to-exceed \$807,000 for a total contract amount of \$947,800; authorize the General Manager to approve change orders up to 10% of the total contract value; and authorize the General Manager to execute Amendment No. 1.

CLOSED SESSION

5. CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9

One potential case

ADJOURNMENT

The Board of Directors' Meeting Room is wheelchair accessible. If you require any special disability related accommodations (i.e., access to an amplified sound system, etc.), please contact the Moulton Niguel Water District Secretary's office at (949) 831-2500 at least forty-eight (48) hours prior to the scheduled meeting. This agenda can be obtained in alternate format upon written request to the Moulton Niguel Water District Secretary at least forty-eight (48) hours prior to the scheduled meeting.

Agenda exhibits and other writings that are disclosable public records distributed to all, or a majority of, the members of the Moulton Niguel Water District Board of Directors in connection with a matter subject to discussion or consideration at an open meeting of the Board of Directors are available for public inspection at the District Office, 27500 La Paz Road, Laguna Niguel, CA ("District Office"). If such writings are distributed to members of the Board less than twenty-four (24) hours prior to the meeting, they will be available in the reception area of the District Office at the same time as they are distributed except that, if such writings are distributed immediately prior to, or during the meeting, they will be available in the Board meeting room and on the District website at www.mnwd.com.

The foregoing Notice was personally delivered, faxed, mailed or e-mailed to each member of the MNWD Board of Directors at least twenty-four (24) hours prior to the scheduled time of the Special Meeting so noticed above; and posted twenty-four (24) hours prior to the time of the Special Meeting at the usual agenda posting location of MNWD (bulletin board outside main office entrance).



moulton niguel water district

STAFF REPORT

TO: Board of Directors **MEETING DATE:** October 10, 2016

FROM: Matt Collings, Assistant General Manager

SUBJECT: Amendment No. 1 to the Consulting Services Agreement – Ware Malcomb

DIVISION: District-Wide

SUMMARY:

Issue: A contract amendment is necessary to provide architectural and engineering services for the preparation and administration of construction documents for the Operations Center Consolidation and Improvements Project.

Recommendation: It is recommended that the Board of Directors approve Amendment No. 1 to the Amended and Restated Consulting Services Agreement with Ware Malcomb for an amount not-to-exceed \$807,000 for a total contract amount of \$947,800; authorize the General Manager to approve change orders up to 10% of the total contract value; and authorize the General Manager to execute Amendment No. 1.

Fiscal Impact: Sufficient funds are included in the proposed Fiscal Year 2016-17 capital improvement project budget.

BACKGROUND:

The District has operated from the Main Office and Plant 2A sites for more than 40 years with intermittent upgrades and improvements to the facilities to support growth or infrastructure needs. In assessing capital improvements needed for the facilities, staff recommended that a comprehensive review of long-term needs be completed prior to performing any significant rehabilitation or refurbishment of the existing facilities. The District initiated the Operations Center Consolidation and Improvement Project in 2013 with the development of a Needs Assessment assessing current spacing needs, future growth potential, and long-term space requirements. After completion of the Needs Assessment and a review of potential site alternatives to

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construct the necessary Operations Center, the District concluded that remaining at the Plant 2A site and consolidating all of the District personnel and operations into a single site was the best course of action.

The District entered into the a Consulting Services Agreement with Ware Malcomb on November 30, 2014, for a not-to-exceed contract value of \$25,500 to prepare a site plan and floor plans for the proposed facilities at Plant 2A based on the completed Needs Assessment. The work performed by Ware Malcomb assisted the District in evaluating alternative sites for a future consolidated Operations Center. Ware Malcomb's work under that contract was completed with a presentation to the Board of Directors at a special meeting in January 2015.

In June 2015, the Board of Directors authorized amendment No. 1 with Ware Malcomb to perform additional architectural and engineering services related to the Operations Center Consolidation Project. The additional work increased the contract value to \$124,000 and included services to support the planning and environmental analysis of the proposed project. The scope of work provided for a validation of the Needs Assessment and development of interior floor plans, refinement of the site plan and building elevations, and site grading and drainage analysis. An amended and restated Agreement was approved by the Board of Directors providing additional grading work and site design updates for a total contract value of \$140,800. Ware Malcomb has completed provided all of the deliverables associated with contracted scope of work necessary to support the planning phase of the project.

DISCUSSION:

The contracted work completed to date by Ware Malcomb allowed for the development of the planning application to the City of Laguna Hills and the California Environmental Compliance Act (CEQA) documents. The District is finalizing the Initial Study/Mitigated Negative Declaration to comply with the CEQA requirements. The District has submitted a preliminary site development permit and conditional use permit application to the City of Laguna Hills for the proposed site development based on the design concepts developed to date. The permit application is awaiting the final CEQA documents to allow for consideration by the City.

Based on the design concepts and initial feedback provided by the City, District staff believes the design concept developed to date is ready to move into more detailed design development and ultimately preparation of construction documents. Staff presented the proposed site plan and design concepts to the Board of Directors at a workshop on September 23, 2016.

In order to advance the design development further, District staff requested a proposal from Ware Malcomb to finalize the design, prepare the necessary construction documents, and construction support. Ware Malcomb has invested substantial time in developing the design concepts to date and understands the goals and objectives established by the District for the project. Staff has reviewed the proposal provided by Ware Malcomb in great detail with the District's project manager, Newport Real Estate Services. The scope of work included in the attached contract amendment includes:

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1. Preparation of construction documents for the three new buildings and two building modifications, including the appropriate structural, architectural, electrical, mechanical and plumbing elements;
2. Develop the interior design concepts and incorporate into contract documents;
3. Provide the necessary civil engineering design elements, including site demolition, grading and drainage plans, utility plans, etc.;
4. Provide support during construction bidding;
5. Provide construction support.

Staff recommends approval of contract amendment No. 1 to the amended and restated agreement for an amount not-to-exceed \$807,000. The project budget will be reviewed in detail during the meeting. The proposed contract amendment is consistent with prior project estimates and sufficient funds have been included in the Fiscal Year 2016-2017 Capital Improvement Project budget.

Attachments:

1. Amended and Restated Consulting Services Agreement with Ware Malcomb
2. Amendment No. 1 to the Amended and Restated Consulting Services Agreement

**AMENDED AND RESTATED AGREEMENT FOR CONSULTING SERVICES BETWEEN
MOULTON NIGUEL WATER DISTRICT AND WARE MALCOMB
MNWD PROJECT: ARCHITECTURAL DESIGN SERVICES
CONTRACT NO. OM14-15.022**

THIS AGREEMENT (the "Agreement") is dated as of September 30, 2016 (the "Effective Date"), by and between WARE MALCOMB, hereinafter referred to as the "CONSULTANT" and MOULTON NIGUEL WATER DISTRICT hereinafter referred to as "MNWD," and provides for the furnishing of CONSULTING services to MNWD by CONSULTANT. MNWD and CONSULTANT may sometimes be referred to in this Agreement individually as "party" and together as "parties."

RECITALS

On or about November 30, 2014, the Parties entered into that certain Agreement For Consulting Services for architectural design services in connection with the Operations Center Consolidation and Improvements Project ("2014 Agreement"). On or about July 1, 2015, the Parties entered into that certain Amendment No. 1 in order to amend the Scope of Services and the resulting payment for such work.

The Parties desire to enter into this Amended And Restated Agreement in order to add to the Scope of Work certain grading and building elevation modifications to reduce the pad elevation and evaluate the feasibility or removing mechanical equipment from the administration building roof and to revise the site layout, floor plan and exterior elevations for the proposed Fleet Services Building including site cross-sections.

The Parties also desire to set forth in one document the understanding of the Parties in regard to the provision of said consulting services going forward as set forth herein, taking into account the fact that the scope of services and compensation have already been performed in connection with the applicable provisions in the 2014 Agreement and Amendment No. 1.

CONSULTANT proposes to provide architectural design services to MNWD (the "Services"). The scope of work to be performed by CONSULTANT under this Agreement is described in **Exhibit A** hereto, which is incorporated herein (the "Scope of Services").

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION I - CONSULTING SERVICES

Section 1.1 CONSULTANT shall provide architectural design services to MNWD as further defined in **Exhibit A**. This Agreement, including all attached Exhibits form the Agreement between the parties.

SECTION II – SCOPE OF SERVICES AND PERFORMANCE

Section 2.1 CONSULTANT shall perform the Services in accordance with **Exhibit A**, the terms of this Agreement, and as directed by MNWD. MNWD reserves the right to develop

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additional Services and related requirements as it deems appropriate to meet the needs and objectives of MNWD and this Agreement.

Section 2.2 CONSULTANT acknowledges and agrees that MNWD does not guarantee any minimum or maximum amount of Services and MNWD may use other Consultants for the Services in its sole discretion.

Section 2.3 CONSULTANT shall provide all labor, materials, tools, equipment, supplies, utilities and transportation required to perform the Services, subject to compliance with the Agreement requirements, and complete all Services in a thorough, professional manner in accordance with generally accepted industry practices and principles, and to the satisfaction of MNWD. CONSULTANT shall have the sole and absolute discretion in determining the methods, details and means of performing the Services, and MNWD shall not have any right to direct the methods, details and means of the Services, provided that CONSULTANT must receive prior written approval from MNWD before using any subconsultants for the provision of Services under this Agreement. In performing the Services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

Section 2.4 MNWD may request or CONSULTANT may recommend, that CONSULTANT perform work in addition to or different from that delineated in the Scope of Services, or delete services from the Scope of Services. Upon MNWD's request for additional or changed Services, CONSULTANT shall provide a cost estimate and written description of the additional or changed work. Prior to any such addition, changes, or deletion to the Scope of Services, MNWD and ENGINEER shall negotiate an adjustment of the compensation and completion date and shall execute a written addendum. Upon execution of each addendum, (i) the Scope of Services shall thereafter be as described in the Agreement, respectively, as modified by the addendum and any previously executed addendum; and (ii) the time for completing the Services shall be as set forth in the addendum. Following execution of any amendment, all terms and provisions of the Agreement, except as expressly modified by such amendment, shall remain in full force and effect. MNWD will not be required to pay for any additional or changed work rendered in advance of the execution of an amendment covering the additional or changed work.

Section 2.5 CONSULTANT agrees to coordinate the work to ensure its timely completion and shall promptly notify MNWD of any anticipated delays or causes or casualties beyond CONSULTANT'S control which may affect the work schedule. CONSULTANT shall not begin work on any Services pursuant to this Agreement until receipt of MNWD'S written direction to proceed. Upon receipt of such notice, CONSULTANT shall immediately commence the work described in Exhibit A. The Services shall be completed in an expeditious manner and in any event no later than the completion date listed on the Scope of Services. Time is of the essence in this Agreement.

Section 2.6 CONSULTANT's manager in charge of the Services is Tom Myers, Principal.

Section 2.7 Without prior written approval of MNWD, CONSULTANT will not make any changes in CONSULTANT'S Principal, in consultants, in outside labor arrangements, or associations or joint ventures which are required to accomplish any part of the Scope of Services. CONSULTANT is responsible to MNWD for the acts and omissions of its subcontractors as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subcontractor and MNWD.

CONSULTANT shall not allow any subcontractor to commence work or services under any subcontract until all insurance required of CONSULTANT has been obtained for the subcontractor.

Section 2.8 MNWD shall make available to CONSULTANT at no cost all technical data in MNWD's possession, including maps, past reports, prior studies, prior plan operating data, and other information reasonably required by CONSULTANT and relating to the work to be performed under this Agreement.

Section 2.9 All documents and information generated by CONSULTANT and any of CONSULTANT'S subcontractors pursuant to this Agreement shall remain confidential and shall not be copied, distributed, or otherwise provided or referenced by CONSULTANT or CONSULTANT'S subcontractors to any third parties other than with MNWD's written consent, or as compelled by order of court. All original drawings and other documents, including detailed calculations developed for the Project shall, upon payment in full for the services described in this Agreement or as otherwise provided in SECTION IV herein, be furnished to and become the property of MNWD.

CONSULTANT may retain a copy of all reports and documents for their files.

Section 2.10 CONSULTANT understands that all documents, records, reports, data or other materials (collectively "Materials") provided by MNWD to CONSULTANT pursuant to this Agreement are to be considered confidential for all purposes.

SECTION III – TERM

Section 3.1 This Agreement shall commence as of the Effective Date and continue in effect through June 30, 2016, unless otherwise terminated by either party pursuant to Section VIII herein.

SECTION IV – PRICE AND PAYMENT TERMS

Section 4.1 In consideration for providing the Services, MNWD agrees to compensate CONSULTANT on a fixed fee basis up to a not-to-exceed maximum Agreement amount of Sixteen Thousand Eight Hundred Dollars (\$16,800.00), which is inclusive of all costs. A breakdown of fees is attached hereto and incorporate herein as Exhibit B.

Section 4.2 Payments will be made based on submittal of invoices by CONSULTANT. Invoices will include the date or period of Services, a complete description of the Services performed, the total amount due and, when requested by MNWD, any support documentation sufficient to validate the charges for each invoice item. Only one bill per month shall be submitted by CONSULTANT, showing amounts due for CONSULTANT during the monthly billing period. Incomplete invoices will be returned unpaid to CONSULTANT.

SECTION V - WARRANTY

Section 5.1 In performing services under this Agreement, CONSULTANT shall observe and abide by the terms and conditions of all applicable laws, regulations, ordinances, or other rules of the United States, of the State of California, or any political subdivisions thereof, or of any other duly constituted public authority or agency including but not limited to MNWD.

SECTION VI - INSURANCE AND INDEMNIFICATION

Section 6.1 Professional Liability Insurance. CONSULTANT and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a professional liability (errors and omissions) policy of insurance having coverage of not less than One Million Dollars (\$1,000,000) for each claim and in annual aggregate. The following provisions shall apply if the professional liability coverage is written on a claims-made basis:

- (a) The retroactive date of the policy must be shown and must be dated before the date of this Agreement.
- (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of this Agreement or the services hereunder.
- (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this Agreement, CONSULTANT must provide extended reporting coverage for a minimum of five (5) years after completion of the services. MNWD shall have the right to exercise at the CONSULTANT'S cost any extended reporting provisions of the policy should the CONSULTANT cancel or not renew the coverage.
- (d) A copy of the claims reporting requirements must be submitted to MNWD prior to the commencement of any work under this Agreement.

Section 6.2 General/Automobile Liability Insurance. CONSULTANT and each of its sub-consultants/subcontractors shall maintain throughout the term of this Agreement a general liability policy of insurance for bodily injury and/or death, personal injury and property damage claims which may arise from or in connection with the performance of the work under this Agreement by CONSULTANT and its sub-consultants/subcontractors, and each of their agents, representatives, or employees. Such public liability and property damage insurance (which shall cover claims, injury, death, loss or damage or accidents from the use or operation of any automobiles, trucks and/or other mobile or stationary equipment, whether owned, non-owned or hired) shall be comprehensive in form and shall be on a "per occurrence" basis in a minimum amount of One Million Dollars (\$1,000,000) per occurrence and an annual aggregate limit in a minimum amount at least twice the per occurrence limit specified in this Section.

All insurance provided under this Section 6.2 shall name MNWD and its' directors, officers, employees and representatives as additional insureds under each such policy ("additional insureds") and an additional insured endorsement shall be provided in form acceptable to MNWD.

Section 6.3 Worker's Compensation. By its signature hereunder, CONSULTANT certifies that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of work under this Agreement. CONSULTANT and subcontractors shall maintain throughout the term of this Agreement workers' compensation insurance with limits no less than the statutory limits, and Employer's Liability insurance with limits no less than One Million Dollars (\$1,000,000) per accident and per disease for their employees and shall file with the MNWD the certificate required by Labor Code Section 3700. The workers compensation/Employer's Liability insurance shall be endorsed with a waiver of subrogation in favor of MNWD and its' directors, officers, employees and

representatives.

Section 6.4 Requirements of All Policies. All policies of insurance required under this SECTION VII shall be from insurance providers who are either admitted or licensed to do business in California, or are Surplus Lines Carriers authorized to do business in California, and who have financial size and ratings of no less than A-, Class VII, and in either case are otherwise acceptable to MNWD. All such policies shall include a provision and executed endorsement for thirty (30) days prior written notice by certified mail, return receipt requested, to MNWD of any cancellation or material alteration of such insurance. CONSULTANT shall provide original certificates and endorsements for all such insurance on forms approved by MNWD in conformity with all requirements of this Agreement prior to commencement of any work or professional services. The policies required hereunder shall be endorsed to include contractual liability.

In the case of additional insured provisions, any insurance afforded the additional insureds by this Agreement is primary insurance as to the additional insureds. Any insurance or self-insurance maintained by the additional insureds shall be excess of the CONSULTANT'S (and its subcontractor's) insurance, and shall not contribute to such insurance.

Any deductibles or self-insured retentions must be declared in writing and approved by MNWD. At the option of MNWD, either: the insurance provider(s) shall reduce or eliminate such deductibles or self-insured retentions as respects the MNWD and its' directors, officers, employees and representatives; or the CONSULTANT shall provide a financial guarantee satisfactory to MNWD guaranteeing payment of losses and related investigations, claim administration and defense expenses. Maintenance of insurance coverage as specified in this Agreement is a material term of this Agreement, and any failure to maintain or renew coverage, or to provide evidence thereof, as required by the terms is a material breach of this Agreement.

Section 6.5 Indemnity.

CONSULTANT shall hold harmless, defend and indemnify, including the cost to defend, MNWD and its directors, officers, employees and representatives from liability, claims, damages, demands, actions, attorneys' fees, costs and expenses (i) for personal injury, bodily injury or property damage that arise out of, pertain to, or relate to the operations and work of the CONSULTANT and its subcontractors under this Agreement, or (ii) that arise out of, pertain to, or relate to CONSULTANT'S or its subcontractor's negligence including negligent acts, errors or omissions, recklessness, or willful misconduct in the performance (or actual or alleged non-performance) of the services under this Agreement.

The foregoing provisions of this Section are intended to be, and shall be interpreted in a manner that is, consistent with Civil Code Section 2782.8 as it exists as of the dated date of this Agreement. The CONSULTANT's obligations pursuant to this Section shall survive the expiration or termination of this Agreement and/or the performance or completion of any or all Services and work provided under this Agreement. This indemnity obligation shall apply to all liability regardless of whether any insurance is applicable, and the policy limits of any insurance shall not act as a limitation upon the indemnification, and amounts related thereto, to be provided by CONSULTANT hereunder.

SECTION VII - NO SUBCONTRACTING

Section 7.1 No obligations under this Agreement shall be subcontracted without prior written approval by MNWD, which approval shall not be unreasonably withheld or delayed.

Section 7.2 In the event that subcontracting is approved by MNWD, CONSULTANT shall ensure that:

- 1) Each subcontractor complies in all respects with the provisions of this Agreement.
- 2) Its subcontractor maintains the same level of insurance coverage as required of CONSULTANT in Section VI of this Agreement.

Section 7.3 CONSULTANT is as responsible to MNWD for the acts and omissions of its subcontractor as it is for persons directly employed by CONSULTANT. Nothing contained in this Agreement creates any contractual relationship between any subcontractor and MNWD. Supplier shall remain the primary debtor and be responsible for the due and timely performance by any subcontractor.

SECTION VIII - TERMINATION OR ABANDONMENT

Section 8.1 This Agreement may be terminated in whole or in part in writing by either party provided that no such termination may be effected unless the other party is given not less than ten (10) calendar day's written notice (deliver by certified mail, return receipt requested) of intent to terminate. Additionally, MNWD may suspend performance by CONSULTANT of any or all services listed in the Scope of Services under this Agreement by providing written notice to CONSULTANT at least five (5) working days prior to the date on which MNWD wishes to suspend; provided, upon receipt of such notice, CONSULTANT shall immediately suspend any work or services hereunder, unless otherwise instructed by MNWD in such notice.

Section 8.2 CONSULTANT shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from MNWD to resume performance. MNWD and CONSULTANT agree that in the event MNWD suspends or terminates performance by CONSULTANT for any cause other than the intentional or negligent error or omission of CONSULTANT, CONSULTANT shall be entitled to payment of compensation incurred prior to the effective date of the suspension or termination, as determined under Section IV of this Agreement.

Section 8.3 In the event of any suspension or termination herein, MNWD shall have the right to take possession and shall immediately own all original drawings and other documents developed for that portion of the work completed and/or being suspended or abandoned.

SECTION IX - GENERAL

Section 9.1 CONSULTANT represents that it is aware of no facts or circumstances which would impair its ability to provide fair and unbiased advice to MNWD in the course of performing the CONSULTING services hereunder, or which would impact its objectivity in performing such services hereunder.

Section 9.2 As of the date of this Agreement as set forth above, this Agreement shall supersede and otherwise be controlling over the 2014 Agreement and Amendment No. 1. As a result, the 2014 Agreement and Amendment No. 1 shall be of no further force or effect. Notwithstanding the foregoing, any and all provisions of the 2014 Agreement and Amendment No. 1 which are to survive the expiration or termination of said agreement and amendment shall continue to survive and shall otherwise remain in effect pursuant to the terms thereof. This Agreement represents the entire understanding of MNWD and CONSULTANT as to those

matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be amended, modified or altered except in writing, signed by the parties. This Agreement shall not be construed against the party preparing it, but shall be construed as if both parties prepared it. In the event of any inconsistency between this Agreement and any other agreement or document between the parties, either written or verbal, including any CONSULTANT proposal document, this Agreement shall control unless such other agreement provides explicitly to the contrary.

Section 9.3 Any notice required or permitted to be given hereunder if not otherwise specified herein may be given or delivered by depositing the same in the United States Post Office, registered or certified, postage prepaid, or by personal service a hand delivery, and addressed to:

To MNWD - Attn: Matt Collings, Assistant General Manager
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677

To CONSULTANT - Attn: Tom Myers, Principal
Ware Malcomb
10 Edelman
Irvine, CA 92618

Section 9.4 California law shall govern the interpretation of this Agreement. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure 394.

Section 9.5 In the event an action is commenced by either party to enforce its rights or obligations arising from this Agreement, the prevailing party in such action, in addition to any other relief and recovery awarded by the court, shall be entitled to recover all costs and expenses, including court costs, plus a reasonable amount for attorney's fees.

Section 9.6 If any section of this Agreement or provision of this Agreement as applied to either party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permissible by law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of this Agreement as a whole.

Section 9.7 It is expressly understood and agreed that CONSULTANT is retained as an independent contractor for the sole purpose of rendering the professional and/or special services, and is not an employee or agent of MNWD. CONSULTANT warrants that it will not represent, at any time or in any manner, that CONSULTANT is an employee or agent of MNWD. CONSULTANT shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of MNWD. CONSULTANT shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance CONSULTANT, as an independent contractor, is responsible for paying under federal, state or local law. CONSULTANT is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including but not limited to enrollment in CalPERS.

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The person signing this Agreement on behalf of each party hereto represents he/she has authority to sign on behalf of, respectively, MNWD or CONSULTANT.

Section 9.8 This is a non-exclusive Agreement for the services contemplated herein.

Section 9.9 This Agreement and all of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns; provided, however, that no assignment of this Agreement or any interest herein shall be made by CONSULTANT without prior written consent of MNWD.


Section 9.10 This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Moulton Niguel Water District

By: 
Matt Collings
Assistant General Manager

CONSULTANT – Ware Malcomb

By: 
Tobin Sloane
Title: CFO

**EXHIBIT A
SCOPE OF SERVICES**

NOVEMBER 30, 2014 AGREEMENT - SCOPE OF SERVICES

Consultant shall perform the following services pursuant to this Agreement:

I. Project Description:

The scope of services includes Conceptual Design services for the proposed facility identified in the Facility Assessment Package dated February 03, 2014 prepared by others. The purpose of this effort is to validate the program provided by MNWD and develop the Conceptual Design of the proposed facility for MNWD's General Contractor to provide a conceptual budget. It is intended that the existing Operations Building remain part of the project.

A. The following consultants/disciplines are to be included under Ware Malcomb's scope and responsibility.

1. Interior Design (Ware Malcomb)
2. Civil Engineering (Ware Malcomb) for Site Ops

II. Site and Shell Building Basic Services:

A. Conceptual Design:

Ware Malcomb will meet with MNWD to discuss and confirm requirements and time schedule, and conduct meetings with the designated representative(s) to layout the formal goals, objectives and scope of the project design. This will include present and future needs, budget, scheduling, Owner review, design approval dates, key design elements to be incorporated into the documents, preliminary selections of major building systems and construction materials, and other parameters pertinent to the project.

1. Based upon the background drawings provided by MNWD, Ware Malcomb shall prepare, for approval by MNWD, Conceptual site plans, Conceptual Floor Plans, and Exterior Elevations and other documents, which generally illustrate the scale and relationship of project components and indicate site conditions, plan arrangements and the general scope and character of the project for the new building(s). Ware Malcomb to generate a Sketch-up 3-D model of the building design.
2. Address site issues such as parking and circulation, service access, emergency vehicle access and proposed hardscaping and landscaping locations.
3. Provide adequate concept drawings, notes and information for Moulton Niguel Water District's General Contractor to generate a conceptual construction estimate.
4. Assist with the development of a phasing plan.
5. Attend up to four (4) meetings as requested by MNWD.

III. Interior Tenant Improvements (Office and Shops/Fleet/Warehouse)

A. Interiors Conceptual Design Phase:

1. Visioning Session: As a part of the program review, Ware Malcomb shall provide a visioning session which will be a single “brainstorming” meeting about the new facility. We will lead the discussion around the factors that will achieve success for the new space, and what the look and feel of the new environment will require in order to reflect MNWD’s vision.

Our Visioning process includes a pre-meeting with Executive Staff to review our presentation, along with the main session which includes three modules: a presentation to educate the team with the latest research in workplace trends, our consensus building brainstorming module, and finally our contrasting brands discussion.

At the conclusion of the visioning session, Ware Malcomb shall provide meeting notes recapping the highlights along with any necessary sketches to clarify concepts. These notes and sketches shall be combined with the other program data as a final program document.

2. Programming validation: Meet with MNWD in order to establish a summary of interior spaces, the location and circulation of personnel, lighting and furniture requirements, finishes, and budget constraints. We have included up to two (2) meetings for this effort.

- a. Functional Requirements.
- b. Adjacencies.
- c. Special Requirements.
- d. Image.
- e. Circulation.

3. Space Planning:

- a. Based on the interior development program, provide a space plan, which will indicate the location of all rooms, circulation paths, partitions, doors and a suggested furniture layout (furniture shall be blocked out for open areas and further defined in design development). We will include reasonable revisions to the space plan (one (1) major changing a maximum of 30% of the space, and two (2) minor revisions changing less than 20% of the space maximum).
- b. Review the plans for conformance to codes and make recommendations as necessary to meet local building department requirements.
- c. In addition to graphic representations of the plan, any (i.e., cabinetry, lighting, finishes) or other conditions that might affect the build-out costs are outlined so that a contractor can assemble a preliminary budget cost for the project.
- d. Included are up to two (2) meetings.

IV. Civil Engineering Site Ops Services:

A. Obtain available record drawings and topographic surveys from MNWD, for boundary and infrastructure information within and adjacent to the site.

B. Using the approved site plan, existing topographic survey data and the geotechnical report, Ware Malcomb will develop a conceptual design model for optimization processing relative to site construction costs. The optimized model shall result in a preliminary design that shall include finish floor elevations, proposed subgrades, the bedrock layers and a preliminary construction takeoff cost report. National unit cost averages will be used in site optimization modeling unless client has updated regional cost information. The fee includes modeling the proposed buildings on the approximately 11 acre site. Included are up to four (4) variations/revisions.

V. Excluded Services:

Ware Malcomb will not provide the services listed below.

- A. Soils engineering, studies, or reports.
- B. Permits or Agency fees.
- C. Special studies such as Traffic, Noise, Utility or Environmental studies.
- D. Hazardous materials identification, storage, or abatement.
- E. Confirmation and/or verification of the accuracy and/or completeness of documents or information received from others.

VI. Supplemental Services:

The following items are not contemplated or included within Ware Malcomb's Scope or Fee. Ware Malcomb may perform certain services among the list below as an additional service and for an additional fee.

- A. Formal Planning Department submittal package.
- B. Design Development, Contract Documents and Contract administration services.
- C. Civil Surveying or Public Work's requirements.
- D. Structural, Mechanical, Plumbing and Electrical Engineering design and documents.
- E. Landscape Architecture design.
- F. Signage or Public Art selection.
- G. Professional Perspective or 3D Renderings or Physical Models.
- H. Graphic Design services such as Identity/Logo, Stationery System, Branding, Marketing Materials/Leasing Brochures, Website, Multi-Media Presentations, and Environmental Graphics.
- I. Cost Estimating Services or Value Engineering.
- J. BOMA Calculations.
- K. LEED Design, Applications and Management Services.
- L. Any and all other services not specifically described as part of Basic Services.

PROJECT COMPLETION DATE: March 30, 2015

#4.

JULY 1, 2015 AMENDMENT NO. 1 – SCOPE OF SERVICES

[ATTACH SCOPE OF SERVICES AS SET FORTH IN JUNE 8, 2015 PROPOSAL]

WARE MALCOMB
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Revised June 8, 2015
June 1, 2015

Matt Collins
Assistant General Manager
Moulton Niguel Water District
27500 La Paz Road
Laguna Niguel, CA 92677

Proposal for Architectural and Engineering Services

Moulton Niguel Water District BTS (Total ± 83,125 GSF)
26161 Gordon Road
Laguna Hills, California

I. Project Description:

Our proposal is based upon the verbal Request for Proposal during meeting on May 4, 2015, and outlines architectural design services for Moulton Niguel Water District’s project located in Laguna Hills, California. Ware Malcomb understands the scope of work to include Schematic Design services for the proposed facility identified in The Conceptual Design Package, Scheme 2b dated January 19, 2015, prepared by Ware Malcomb. The purpose of this effort is to re-validate the program provided by MNWD, provide a new Space Plan, and develop the Schematic Design Package for Formal Planning review by the City of Laguna Hills.

- A. The following consultants/disciplines are to be included under Ware Malcomb’s scope and responsibility.
 - 1. Interior Design (Ware Malcomb)
 - 2. Civil Engineering (Ware Malcomb)
 - 3. Landscape Architecture

- B. The following consultants/disciplines are to be included under MNWD’s scope and responsibility, however, Ware Malcomb shall coordinate with them for a complete Planning Package.
 - 1. Entitlement/City Agency Expediter (Starpoint Ventures)
 - 2. Geotechnical Engineering
 - 3. Traffic Engineer

II. Site and Shell Building Basic Services:

A. Architectural Schematic Design Phase:

Ware Malcomb will meet with MNWD to discuss and confirm requirements and time schedule, and conduct meetings with the designated representative(s) to layout the formal goals, objectives and scope of the project design. This will include present and future needs, budget, scheduling, Owner review, design approval dates, key design elements to be incorporated into the documents, preliminary selections of major building systems and construction materials, and other parameters pertinent to the project.

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1. Ware Malcomb shall prepare, for approval by MNWD, refined schematic site plans and floor plans, and other documents, which generally illustrate the scale and relationship of project components and indicate site conditions, plan arrangements and the general scope and character of the project for the new building(s). We have included up to three (3) revisions.
2. Address site issues such as parking and circulation, service access, emergency vehicle access and in conjunction with Landscape Architect, hardscaping and landscaping.
3. Refine the Exterior Elevations. The design studies will be presented in 3D Sketch-up renderings over photographs to convey the design concept with material call-outs for the proposed and existing buildings. Included are up to two (2) design study schemes, with up to two (2) refinements to one selected scheme.
4. Review the preliminary plans with appropriate governmental agencies. Code issues, zoning requirements, as well as governmental approval processes will be documented and reviewed with MNWD for planning and action.
5. Attend Pre-Application Meeting with City Planning staff, along with MNWD, to review the preliminary plans with appropriate governmental agencies. Code issues, zoning requirements, as well as governmental approval processes will be documented and reviewed with MNWD for planning and action.
6. Prepare appropriate architectural exhibits, applications and data, and submit plans to local Planning Prepare appropriate exhibits, applications and data, and submit plans to City of Laguna Hills Planning authorities for a Site Development Design Review. Based upon the requirements found in the City of Laguna Hills "Planning Application and Instructions" document, the following architectural exhibits shall be required for the submittal by Ware Malcomb:
 - a. Conceptual Site Plan, including Vicinity Map and Right of Ways.
 - b. Conceptual Floor Plans.
 - c. Colored Conceptual Building Elevations for all sides of all building.
 - d. Site Cross-Sections.
 - e. Color and Material Board.
 - f. Parking Summary
7. Prepare a Preliminary Conceptual Landscape and Hardscape Plan for the development.
8. As part of the design effort Ware Malcomb will create 3-D Sketch-up images showing the development from several viewpoints in order to satisfy neighboring residential community. Included are up to three (3) views. Attend up to two (2) neighborhood community meetings with MNWD.
9. All other exhibits, studies and reports that may be required for submittal such as Traffic Studies, Noise Studies, Biological Studies, Air Quality Studies, Archeological Studies, Environmental Studies or EIRs, and/or Title Notification maps, Mailing lists and Labels shall be prepared by others.

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10. Attend up to one (1) each of Planning Review Meeting, Planning Commission, and/or City Council meeting, as requested by MNWD.
11. Provide adequate concept drawings, notes and information for MNWD to generate a conceptual construction estimate.
12. Assist with the development of a conceptual construction phasing plan.
13. Attend up to four (4) design meetings and/or MNWD Board Meetings as requested by MNWD.

III. Interior Tenant Improvements (Office and Shops/Fleet/Warehouse)

A. Interiors Conceptual Design Phase:

MNWD has expressed a desire to re-visit the program requirements and to review and adjust the Space Plan accordingly based upon meetings and comments with the MNWD Board. Ware Malcomb will modify the Space Plans contained in the Conceptual Design Package, Scheme 2b dated January 19, 2015, prepared by Ware Malcomb.

1. Programming validation:

Meet with MNWD in order to establish a summary of interior spaces, the location and circulation of personnel, lighting and furniture requirements, finishes, and budget constraints. We have included up to two (2) meetings for this effort.

- a. Functional Requirements.
- b. Adjacencies.
- c. Special Requirements.
- d. Image.
- e. Circulation.

2. Space Planning:

- a. Based on the interior development program, provide a space plan, which will indicate the location of all rooms, circulation paths, partitions, doors and a suggested furniture layout (furniture shall be blocked out for open areas and further defined in design development). We will include reasonable revisions to the space plan (one (1) major changing a maximum of 30% of the space, and two (2) minor revisions changing less than 20% of the space maximum).
- b. Review the plans for conformance to codes and make recommendations as necessary to meet local building department requirements.
- c. In addition to graphic representations of the plan, any (i.e., cabinetry, lighting, finishes) or other conditions that might affect the build-out costs are outlined so that a contractor can assemble a preliminary budget cost for the project.
- d. Included are up to two (2) meetings.
- e. This fee includes the revision to Space Plans prepared previously in February 2015.

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B. Schematic Design Phase (Optional Service):

Ware Malcomb shall provide the Schematic Design for the areas outlined above through the following:

1. Based on the program, refined space plan and MNWD standards, Ware Malcomb shall provide sketches and loose material selections to communicate concepts and ideas for the space outlined above. These shall be reviewed with MNWD for conformance to their image for each area.
2. In addition to graphic representations of the space plan, cabinetry, lighting, finishes, etc., or other conditions that might affect the build-out costs are outlined so that a contractor can assemble a budget cost.
3. Upon approval, Ware Malcomb shall prepare Preliminary Pricing Plans including additional information for MNWD's General Contractor to provide a preliminary budget price. Pricing plans shall include:
 - a. Floor/Power Plan
 - b. Reflected Ceiling Plan
 - c. Finish Plan
4. Ware Malcomb shall review the budget pricing prepared by a designated Contractor and present costs to MNWD for review.

IV. Basic Services - Civil Engineering:**A. Survey Phase**

1. Supplemental Topographic Survey: Client will provide digital file of the aerial topography. Ware Malcomb will field survey the drained pond areas (approximately 3 acres total) and update the aerial topography providing spot elevations and contours.

B. Preliminary Engineering Phase (Planning Phase):

1. Updated Site Optimization Modeling: Using the updated topography and the desired site plan as supplied by the Architect, Ware Malcomb will develop a conceptual design model for optimization processing relative to site construction costs. The optimized model shall result in a preliminary design that shall include finish floor elevations, proposed subgrades, and a preliminary construction takeoff cost report. National unit cost averages will be used in site optimization modeling using client has updated cost information.
2. Conceptual Grading Plan: Prepare a Conceptual Grading Plan that includes contour grading, building pads and site drainage. This includes performing a preliminary earthwork calculation based on the proposed contours and existing grades.
3. Conceptual Utility Plan: Prepare a Conceptual Utility Plan which will include the routing of new proposed sewer, domestic water, fire water, non-potable water, and the site storm drain system. If applicable, coordinate with the client's Dry Utility Consultant regarding the location of existing and proposed on-site electrical service, cable and telephone feeds, and natural gas lines.

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4. Preliminary WQMP: Prepare a preliminary water quality management plan discussing the methods of treating the post construction storm water runoff for approval by the reviewing jurisdiction.
5. Preliminary Detention Pond Sizing and Design: An analysis of the required detention pond volume will be prepared based on local jurisdictional criteria. Included in this analysis will be the detention pond location, sizing, and preliminary outlet structure design.
6. Planning Package: Assist Architect with approvals and supply the above plans and reports in the format required by the local Agency.
7. Project Meetings: Attend required meetings with the Client, Architect, Contractor and/or Agency officials as requested.

V. Excluded Services:

Ware Malcomb will not provide the services listed below.

- A. Soils engineering, studies, or reports.
- B. Permits or Agency fees.
- C. Special studies such as Traffic, Noise, Utility or Environmental studies.
- D. Hazardous materials identification, storage, or abatement.
- E. Confirmation and/or verification of the accuracy and/or completeness of documents or information received from others.

VI. Supplemental Services:

The following items are not contemplated or included within Ware Malcomb's Scope or Fee. Ware Malcomb may perform certain services among the list below as an additional service and for an additional fee.

- A. Tentative Map, Lot Line Adjustments , Creation of Easements.
- B. Design Development, Contract Documents and Contract administration services.
- C. Structural, Mechanical, Plumbing and Electrical Engineering design and documents.
- D. Signage or Public Art selection.
- E. Professional Perspective or 3D Renderings or Physical Models.
- F. Graphic Design services such as Identity/Logo, Stationery System, Branding, Marketing Materials/Leasing Brochures, Website, Multi-Media Presentations, and Environmental Graphics.
- G. Cost Estimating Services or Value Engineering.
- H. BOMA Calculations.
- I. LEED Design, Applications and Management Services.
- J. Any and all other services not specifically described as part of Basic Services.

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VII. Compensation:

Compensation for Basic Services shall be an hourly not-to-exceed fee of **Sixty Six Thousand Five Hundred Dollars (\$66,500.00)**, plus reimbursable expenses. Ware Malcomb will notify the Owner when we are approaching the not-to-exceed fee, and will request additional incremental fee at that time to continue services. Ware Malcomb shall invoice for services on a monthly basis.

		Approximate Hours
A.	Architectural Schematic Design Phase	
	Architectural Schematic/Entitlement Package	\$14,500.00 121
	3-D Sketchup views for Neighborhood Community meetings	\$ 4,500.00 38
	Landscape Architecture	<u>\$ 2,100.00</u> 18
	Sub-Total Schematic Design/Entitlement Package	\$21,100.00
B.	Interior Design Basic Services (Office Building):	
	Program Validation	\$ 2,000.00 17
	Previously revised Space Plan	\$ 1,000.00 8
	Additional Conceptual Space Planning	<u>\$ 5,000.00</u> 42
	Sub-Total Interior Design Office	\$ 8,000.00
C.	Interior Design Basic Services (Shops/Fleet/Warehouse):	
	Program Validation	\$ 500.00 4
	Conceptual Space Plan	<u>\$ 1,500.00</u> 12
	Sub-Total Interior Design Shops/Fleet/Warehouse	\$ 2,000.00
D.	Civil Engineering	
	Topographic Survey	\$ 5,000.00 42
	Preliminary Drainage Study	\$ 8,400.00 70
	Preliminary Engineering	<u>\$22,000.00</u> 183
	Sub-Total Civil Engineering	\$35,400.00
E.	Total Basic Services Fee	\$66,500.00 555
F.	Optional Fees and Allowances	
	Eye Level Professional Rendering	\$ 3,500.00/EA
	Aerial Professional Rendering	\$ 6,000.00/EA
	Interior Design Schematic Design Hourly Allowance	\$16,000.00

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V. Hourly Rates Schedule:

The following is Ware Malcomb’s Hourly Rate Schedule:

CEO/President	\$300/hr
Vice President	\$250/hr
Principal	\$225/hr
Director	\$150-200/hr
Studio Manager	\$125-150/hr
Sr. Project Architect/Sr. Project Mgr./Sr. Project Designer	\$120-150/hr
Project Manager/Architect	\$110-120/hr
Senior Project Coordinator	\$85-100/hr
Designer	\$75-95/hr
Project Coordinator/Designer	\$85-90/hr
Production Coordinator	\$75/hr
Admin./Clerical	\$65/hr

VIII. Reimbursable Expenses:

Standard expenses, such as those listed in Ware Malcomb’s General Terms of Agreement are in addition to our fees. Reimbursable expenses for such things as printing, plotting, renderings requested by Owner, postage and handling, delivery costs, travel and mileage, reproductions and facsimiles, are charged at the standard rate of cost plus fifteen percent (15%).

A Reimbursable Expense Allowance of \$6,500 is suggested.

IX. Payment to Ware Malcomb:

All payments shall be due upon receipt of invoice. Billings shall be based on a percentage of completion on a Phase basis.

If this proposal meets with your approval, please let us know and we will proceed with preparation of our Agreement for Professional Services.

Thank you for this opportunity and we look forward to working with you.

Best regards,

Ware Malcomb



Tom Myers, AIA LEED AP
Principal, Commercial Architecture

[tjm]

#4.

AMENDED AND RESTATED AGREEMENT – SCOPE OF SERVICES

[ATTACH SCOPE OF SERVICES FROM WARE MALCOMB'S "AMENDMENT #2," DATED JULY 26, 2015]

WARE MALCOMB

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architecture
planning
interiors
graphics
civil engineering

Amendment #2

Date: 07-26-2016 Project Name: M.N.W.D. Gordon Road
 Contract No: OM14-15.022

To: Matt Collins Project No.: IRV14-0198-01
 Assistant General Manager
 Moulton Niguel Water District

No.: #2 From: Mike Mladenoff

Reason for change:

- Client request
- Budgeted item not shown on bid set
- Omitted from original plan
- Other:

General Description of Changes:

This proposal is a request to increase the Time & Material allowance for Architectural and Engineering Services to include the following changes to the existing scope of work:

- A. For Design Services performed pursuant to an 3/19/2016 approval to proceed received from Newport Real Estate Services:
 - 1. Produce a new concept grading plan that lowers the administration buildings pad elevation approximately 4'-0" or to the minimum allowed by existing storm drainage connection requirements: **\$5,900**
 - 2. Incorporate input from a mechanical designer in the development of an Administrative Building site design scheme that does not require and/or minimizes the height and footprint of rooftop mechanical equipment: **\$1,000**

Total Item "A" T&M Allowance: \$6,900
- B. For Design Services requested by Newport Real Estate Services on 7/13/16 in response to City Planning Department review comments:
 - 1. Per marked floor plan transmitted to Ware Malcomb by Newport Realty, revise Planning Department submittal site and floor plans and exterior elevations; exhibits from site sections and views from the cul-de-sac and adjacent residents of Fleet Services Building C as required to enclose the covered open sided storage yard; move generator enclosure to the south side of Shops Building B and provide a 20'-0" minimum side yard setback: **\$6,000**
 - 2. Revise Planning Department submittal Civil site plans as required to coordinate with above listed revisions to Architectural site and floor plans: **\$3,900**

Total Item "B" T&M Allowance: \$9,900

Compensation for the requested Additional Services shall be a fee allowance increase of **Sixteen Thousand Eight Hundred Dollars (\$16,800.00 (Items A+B))** plus reimbursable expenses.

10 edelman
irvine. california
92618
p 949.660.9128
f 949.863.1581

#4.

Fee Summary:

Original Contract	\$25,500.00
Amendment No. 1 Allowance	\$98,500.00
Item A Allowance Increase	\$6,900.00
Item B Allowance Increase	\$9,900.00
New Total T&M Fee Allowance:	\$140,800.00

If this proposal meets with your approval, please let us know and we will proceed with preparation of the Amendment to our Agreement for Professional Services.

Best Regards,

Ware Malcomb



Mike Mladenoff
Senior Project Manager

EXHIBIT B

BREAKDOWN OF FEES – NOVEMBER 30, 2014

A. Shell & Core Office Buildings (+83,125 GSF) – Architecture:

Conceptual Design \$ 6,000.00

B. Office Tenant Improvements (+45,000 GSF):

Visioning Session \$ 3,000.00

Program Validation \$ 3,000.00

Conceptual Space Plan \$ 7,000.00

C. Shops/Fleet/Warehouse Tenant Improvements (+38,125 GSF):

Space Planning \$ 1,500.00

D. Civil Site Optimization \$ 5,000.00

Total Services Fee \$25,500.00

#4.

BREAKDOWN OF FEES – JULY 1, 2015

[SEE WARE MALCOMB'S JUNE 8, 2015 PROPOSAL]

**BREAKDOWN OF FEES – AMENDED AND RESTATED AGREEMENT
[SEE WARE MALCOMB’S “AMENDMENT #2,” DATED JULY 26, 2016]**

#4.

AMENDMENT NO. 1 TO THE AMENDED AND RESTATED AGREEMENT FOR CONSULTING SERVICES BETWEEN MOULTON NIGUEL WATER DISTRICT AND WARE MALCOMB FOR ARCHITECTURAL DESIGN SERVICES PROJECT NO. OM14-15.022

This Amendment No. 1 (this "Amendment") is entered into and effective as of _____, 2016, amending the Amended and Restated Agreement for Consulting Services, dated _____, 2016 (the "Restated Agreement") by and between the Moulton Niguel Water District, a California Water District ("MNWD" or "District"), and Ware Malcomb ("Consultant") (collectively, the "Parties"). Where applicable, the term "Agreement" as used in this Amendment includes the Agreement together with this Amendment. All capitalized terms not defined herein shall have the meanings set forth in the Agreement.

RECITALS

A. WHEREAS, on September __, 2016, the Parties executed the Agreement, adding a supplemental scope and extending the Agreement through December 31, 2016 for a total Agreement amount of \$140,800; and

B. WHEREAS, the Parties desire to extend the term of the Agreement; and

C. WHEREAS, the Parties desire to amend the Agreement's Scope of Services to be performed by Consultant; and

D. WHEREAS, the Parties have negotiated and agreed to the Supplemental Scope of Work and related fees, which is attached hereto and incorporated herein by this reference as Exhibit "A".

NOW THEREFORE, in consideration of these recitals and the mutual covenants contained herein, MNWD and Consultant agree as follows:

1. The term of the Agreement is hereby extended through September 30, 2017.
2. The Agreement is hereby revised to include the Services described in the Exhibit "A", Supplemental Scope of Work.
3. For Services performed pursuant to this Amendment, MNWD will pay Consultant on a fixed fee basis as per the compensation detail listed on Exhibit A, Section VII hereto.
4. Total payments under this Amendment, including all fees, costs and expenses, shall not exceed **Eight Hundred Seven Thousand Dollars (\$807,000)**. Consultant will provide MNWD, on a monthly basis, copies of invoices sufficiently detailed to include summary of work performed, and related activities and costs for approval by MNWD.
5. The Parties agree that the total Agreement amount, including this Amendment, shall not exceed **Nine Hundred Forty-Seven Thousand Eight Hundred Dollars (\$947,800)**.
6. All requisite insurance policies to be maintained by the Consultant pursuant to the Agreement, will include coverage for this Amendment.

#4.

7. All other provisions of the Agreement, as may have been amended from time to time, will remain in full force and effect. In the event of any conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

8. The individuals executing this Amendment and the instruments referenced in it on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions of this Amendment.

WARE MALCOMB

MOULTON NIGUEL WATER
DISTRICT, a California Water District

By: _____

By: Joone Lopez

Name: _____

General Manager

Title: _____

Date: _____

Date: _____

EXHIBIT A

SUPPLEMENTAL SCOPE OF SERVICES

WARE MALCOMB

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September 1, 2016

Matt Collins
 Assistant General Manager
Moulton Niguel Water District
 27500 La Paz Road
 Laguna Niguel, CA 92677

Budget Proposal for Architectural and Engineering Services

Moulton Niguel Water District BTS (Total ± 85,075 GSF)
26161 Gordon Road
Laguna Hills, California

One (1) 2-story Concrete Tilt-Up Office Building ± 45,000 GSF
One (1) 1-story Concrete Tilt-Up Warehouse/Shops/Fleet Building ± 40,075 GSF

I. Project Description:

Our proposal is based upon the schematic design documents referenced below, and outlines Architectural and Engineering design services for Moulton Niguel Water District (MNWD) Build to Suit project located in Laguna Hills, California.

A. Ware Malcomb understands the scope of work to include approximately 85,075 SF in five (5) buildings, as described and depicted in Conceptual Site Plan Scheme 2B, and Building Conceptual Design Scheme 2A dated January 19, 2015, prepared by Ware Malcomb. The project will include full tenant improvements. The buildings consist of the following:

1. One (1) 2-story Concrete Tilt-Up Office Building ± 45,000 SF
2. One (1) 1-story Concrete Tilt-Up Shops Building ± 12,500 SF
3. One (1) 1-story Concrete Tilt-Up/CMU Fleet Repair Building ± 5,840 SF
4. Renovation of One (1) existing prefabricated metal Warehouse Building ± 10,215 SF
5. Conversion of One (1) existing Admin Building to Warehouse ± 11,520 SF

B. The following consultants/disciplines are to be included under Ware Malcomb's scope and responsibility.

1. Interior Design (Ware Malcomb)
2. Structural Engineering
3. Landscape Architecture
4. Civil Engineering (Ware Malcomb)
5. Mechanical Engineering
6. Electrical Engineering
7. Plumbing Engineering
8. Acoustical Consultant

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- C. The following consultants/disciplines are to be included under MNWD's or the General Contractor's scope and responsibility; however Ware Malcomb shall coordinate with these consultants/disciplines for a complete scope and responsibility.

1. Geotechnical Engineer
2. Fire Sprinkler Design (Design Build)
3. Fire Alarm Design (Design Build)
4. Low Voltage Design (Data, Security, AV)
5. 3rd Party Commissioning Agent

- D. The Architectural Drawings will be prepared in Building Information Modeling (BIM) format using Autodesk REVIT software to Maximum Level of Development of LOD 300. Maximum Level of Development (LOD) included in the scope of the Architect/Engineering Team as defined by American Institute of Architects (AIA) BIM Protocol (E202 - 2008):

LOD 100 - Essentially the equivalent of conceptual design, the model would consist of overall building massing and the downstream users are authorized to perform whole building types of analysis (volume, building orientation, cost per square foot, etc.)

LOD 200 - Similar to schematic design or design development, the model would consist of "generalized systems or assemblies with approximate quantities, size, shape, location and orientation." Authorized uses would include "analysis of selected systems by application of generalized performance criteria."

LOD 300 - Model elements are suitable for the generation of traditional construction documents and shop drawings. As such, analysis and simulation is authorized for detailed elements and systems.

II. Shell & Core Building Basic Services:

A. Entitlements/Schematic Design Phase: (Under separate Contract)

B. Shell & Core Design Development Phase:

Upon approval of the Schematic Documents and Program information, or as authorized by MNWD, Ware Malcomb will proceed with the Design Development Phase. Design Development documents shall illustrate and describe further the design of the project, establish the scope, forms, size and appearance of the project by means of plans, sections and elevations, and typical construction details. The Design Development Documents shall include outline specifications that identify major material and systems and establish in general their quality levels. (up to 2 revisions)

1. Prepare and further develop drawings and details of significant aspects of the design, including the following:
 - a. Preliminary Structural Design Package.
 - b. Preliminary Mechanical, Plumbing and Electrical Engineering Package
 - c. Exterior building elevations.
 - d. Preliminary wall sections.

- e. A preliminary analysis for the Exterior Wall Systems, including construction feasibility, economy and integration with Client's standards.
 - f. Develop and present materials and color selections.
2. Core Improvements: Prepare Design Development plans and documents for the lobby, restrooms, stairs, mechanical shafts, and main utility rooms based on the approved floor plans.
 3. Coordinate design professionals within Ware Malcomb's scope and distribute design development document packages to those deemed appropriate by Owner, which may include Owner's Contractors, Consultants, Engineers or, Design/Build Contractors.
 4. Preliminary Plan Check: Review the preliminary plans with appropriate governmental agencies, and prepare a comprehensive building code analysis for the project.
 5. Refine and complete preliminary Elevations and Roof Plan to reflect the location of screening walls, roof drains, building-mounted lighting, and further refine the Schematic Site Plan and Floor Plans.

C. Shell & Core Contract Document Phase:

Prepare Contract Documents based on the approved Design Development documents or as authorized by MNWD. The Contract Documents shall set forth in detail the requirements for construction of the project. It is anticipated that the project will have a phased construction schedule and will therefore require multiple plan check packages, however the phasing and packages have not been determined at this time. For the purposes of this budget, the construction documents will be prepared as separate packages for each of the five building, in a simultaneous manner. The Contract Documents shall include drawings and specifications, as follows:

1. Prepare Architectural, Structural mechanical, Plumbing and Electrical Contract Documents, and specifications for shell, core, and architectural portions of the site work.
2. Prepare interior core Contract Documents, as applicable, including plans, elevations, finish plans, details and schedules as appropriate.
3. Coordinate design professionals within Ware Malcomb's scope and distribute design development document packages to those deemed appropriate by Owner, which may include Owner's Contractors, Consultants, Engineers or, Design/Build Contractors.
4. Architect's drawings and specifications to be sealed by Ware Malcomb. (Design/build systems specifications, if applicable, will be provided by others).
5. Prepare submittal of documents for local Building and Safety Plan Check review. Track documents through review process, complete necessary corrections and obtain approvals.
6. Assist MNWD and provide all required documentation for competitive bidding.

7. Ware Malcomb shall provide general coordination with documents prepared by its engineers and consultants, and coordination with MNWD's consultants and contractors. Review the work of such documents prepared by others is only for conformance to Ware Malcomb's contract documents.

D. Shell & Core Contract Administration:

Included in such services, Ware Malcomb will:

1. Visit the site up to a maximum of twenty eight (28) visits to become generally familiar with and keep the Owner informed about the progress and quality of the portions of the Work completed. Ware Malcomb will determine in general if the Work is being performed in a manner indicating that the Work when fully completed will be in accordance with the Contract Documents. Continuous on-site inspections are excluded. The anticipated schedule for site work and shell building construction is approximately 14 months, however the phasing of construction has not been determined at this time.
2. Issue clarification sketches in a timely manner, based on receipt of written RFI's prepared by the General Contractor.
3. Have the authority to reject work that does not conform to the Contract Documents, however, neither this authority, nor the decision in good faith whether to exercise it, shall give rise to a responsibility or duty of Ware Malcomb, subcontractors or others performing portions of the work.
4. Review Contractor submittals and take appropriate action for the limited purpose of checking conformance with the design concept conveyed in documents prepared by Ware Malcomb.
5. Coordinate with Contractor in its responsibility to prepare a punch list and comply with closeout procedures and submittals. Ware Malcomb shall perform two (2) Shell Building punch walks and one (1) follow up visit within the scope of Basic Services.

III. Interior Tenant Improvements (Office and Shops/Fleet/Warehouse)

A. Interiors Schematic Phase: (Under Separate Contract)

B. Interiors Design Development Phase:

1. Based on the program and refined space plan, provide sketches and loose material selections to communicate concepts and ideas for the spaces outlined above. These shall be reviewed with MNWD and MNWD for conformance to image for each area.
2. Provide enlarged floor plans, reflected ceiling plans and interior elevations to describe the design for the tenant improvements.

3. Upon approval, Ware Malcomb shall prepare Preliminary Pricing Plans including additional information for MNWD' General Contractor to provide a preliminary budget price.
4. Based on the approval of the Pricing Plan and budget pricing, provide the final Design Development to include elevations, final finish selections, and relevant details to provide MNWD and MNWD a representation of the final design.
5. Provide design professionals within Ware Malcomb's scope and distribute schematic design packages to those deemed appropriate by Owner, which may include Owner's Contractors, Consultants, Engineers or, Design/Build Contractors.
6. Provide Acoustical criteria per code.
7. Finishes shall be selected and presented on a finish board in conjunction with finishes of existing (if furniture is to be re-used) and/or new materials.
8. Full Furniture Selection Process (Optional Service): Ware Malcomb shall assist in the selection of new furniture for MNWD. Selection process shall include the following:
 - a. Provide brochures of various furniture for the open and enclosed office areas, conference rooms as miscellaneous furniture.
 - b. Conduct local tours of manufacturers' showrooms for the purposes of exposing the team to the various components of the furniture system.
 - c. Provide an evaluation matrix for MNWD review outlining the differences in the product offering.
 - d. Prepare a Request for Proposal for the bidding of the furniture scope of work which will include typical layouts and typical generic specifications. Ware Malcomb shall also provide coordination of the bid process.
 - e. Upon completion of the bidding process, Ware Malcomb shall update the evaluation matrix and distribute this to MNWD for review and final selection.
 - f. Once the bids have been reviewed and a final selection made, Ware Malcomb shall assist in the specification of the furniture. The final specifications shall be provided by the selected dealer. Ware Malcomb shall review the final specifications for conformance to the original intent.
 - g. Provide a furniture plan indicating the location of each piece of furniture. The final furniture installation plan shall be provided by the selected furniture dealer.
 - h. Coordination with designated furniture manufacturers and dealers, equipment suppliers and vendors and/or installers to establish critical dimensions (to accommodate furniture layouts), and ascertain other appropriate information. Installation documents for furniture and equipment will be the responsibility of the selected furniture vendor.
 - i. Provide furniture contract administration including installation coordination, and provide one punch list indicating items that the manufacturer is required to correct to meet the expectations of MNWD. Installation coordination will be provided anticipating approximately four meetings with the furniture dealer. Full time supervision of the furniture installation is available for an additional cost.
 - j. Cost reduction processes requiring the reselection of furniture are not included, but can be provided for an additional fee.

C. Interiors Contract Documents Phase:

1. Based on the approved Design Development concepts and Space Plan, Ware Malcomb shall prepare Contract Documents to include:
 - a. *Partition Plan* - Noting walls, doors, locations of built-in millwork and legends necessary to reference elevations/details.
 - b. *Power/Signal Plan* - Noting electrical, telephone, and data locations to coordinate with actual furniture layout.
 - c. *Reflected Ceiling Plan* - Noting the ceiling including grid, ceiling tile, drywall ceilings and soffits, locations of special light fixtures, and coordination of sprinklers/smoke detectors and audio visual equipment as applicable.
 - d. *Finish Plan* - Noting locations and types of finishes for all walls and flooring.
 - e. *Details/Elevations* - Noting millwork, wall types, ceilings, floor transitions of materials, and other necessary details to construct the space as suggested in the Design Development phase. Millwork detailing shall only be as necessary for the Contractor to prepare appropriate shop drawing submittals.
 - f. *Furniture Plan (Optional Service)* - Indicating the location of furniture for the specific areas keyed to delineate the type of furniture and general specification. MNWD furniture dealership shall provide furniture installation plans.
2. Coordinate design professionals within Ware Malcomb's scope and distribute design development document packages to those deemed appropriate by Owner, which may include Owner's Contractors, Consultants, Engineers or, Design/Build Contractors.
3. Architect's drawings and specifications to be sealed by Ware Malcomb. (Design/build systems specifications, if applicable, will be provided by others).
4. Prepare submittal of documents for local Building and Safety Plan Check review. It is anticipated that the tenant improvements for the office building will be a separate submittal package from the warehouse/shops and fleet building tenant improvements. Track documents through review process, complete necessary corrections and obtain approvals.
5. Assist MNWD and provide all required documentation for competitive bidding.
6. Ware Malcomb shall provide general coordination with documents prepared by its engineers and consultants, and coordination with MNWD' consultants and contractors. Review the work of such documents prepared by others is only for conformance to Ware Malcomb's contract documents.

D. Interiors Contract Administration:

1. Ware Malcomb shall provide Contract Administration for the interior construction contract for work outlined in the Tenant Improvement Contract Documents. Contract Administration shall include field observation of the work for general compliance with requirements of the Contract Documents and shop drawings, submittal review, review of change order requests, progress payment requests, and availability as needed to clarify contract documents and to resolve issues that arise at job meetings or on the job site.

2. Attend up to Twelve (12) construction meetings with Contractor, Architect, and MNWD throughout the project duration for the tenant improvement portion of the project (approximately 4 months).
3. At substantial completion of the construction work, prepare Punch Lists identifying items, which are incomplete or unacceptable. Coordinate with Contractor in its responsibility to prepare a punch list and comply with closeout procedures and submittals. Ware Malcomb shall perform two (2) punch walks and one (1) follow up visit within the scope of Basic Services.

IV. Civil Engineering Basic Services:

A. Surveying Phase: (Under Separate Contract)

B. Preliminary Engineering: (Under Separate Contract)

C. Final Engineering:

1. Site Demolition Plan: Prepare a site demolition plan that shows the limits of the existing utilities to be removed or relocated, surface improvements to be removed and the existing site structures to be demolished, if any. Submit the plans to the Agency for the issuance of a demolition permit. Builder is to assist in completing the application with respect to meeting applicable disposal, recycling, and air quality requirements.
2. Horizontal Control Plan: Prepare a dimensional control plan to establish and confirm the location of the major improvements based on the Architect's layout of the Site. The Horizontal Control plan will be utilized as a base map for the construction of the site improvements.
3. Grading and Drainage Plan: Prepare a Precise Grading and Drainage Plan package, one time, at an appropriate scale to the Agency standards and specifications based on the Client approved site plan. The Precise Grading Plan sheets shall identify the finish floor elevation, building footprint, parking lot grades, driveways, curb elevations, planters, drainage systems outside of the building footprint, and hardscape elevations.
4. Erosion Control Plan: Prepare an Erosion Control Plan for the project site in conformance with Agency requirements. The precise grading plan will be used as the basis of design and the plan will address the condition established after drainage improvement and pavement improvements have been installed.
5. Drainage Study: Prepare a hydrology/hydraulic calculations in conformance with Agency standards to support the design of the drainage improvements associated with the project.
6. Wet Utility Plan: Prepare Sewer and Water Improvement Plan for the on-site improvements in conformance with approving Agency standards at an appropriate scale. Sewer laterals and water main lines will be shown in plan view only. Improvements will be shown up to five (5) feet from the buildings to the connection points supplied by the Architect. Coordinate the on-site water and sewer services with the project's mechanical engineer, fire sprinkler consultant, and irrigation consultant. Identify irrigation service meters, if necessary, where indicated by the Landscape Architect.

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7. Fire Protection Plan: Prepare plan showing fire line connection to the building from water main. Includes Fire Double Detector Check (DDC), Post Indicator Valve (PIV), Fire Department Connection (FDC) and underground thrust block details.
8. Water Quality Management Plan (WQMP): Prepare a Water Quality Management Plan (WQMP) for the project site in conformance with Agency Standards. The WQMP will identify the Best Management Practices (BMP), hydromodification applicability, and Low Impact Development (LID) measures that pertain to the project site's post-development stormwater quality.
9. Storm Water Pollution Prevention Plan (SWPPP): Prepare a Notice of Intent (NOI) and associated SWPPP for the proposed parking lot. Also included are services to assist the owner with their responsibility to upload this information onto the State's SMARTS system. All fees to be paid to the State of California are not included.
10. Project Meetings and Coordination: Attend meetings with the Owner, Client, Agency Staff, and other consultants to facilitate a smooth project completion. Provide additional time outside of regularly scheduled meetings to assure proper project management and coordination of the project documents with the Client, other project consultants, and Agency staff. The stated budget includes up to 2 hours per week during the design and plan approval process. Hours needed beyond this amount will require additional budget.

D. Construction Administration:

1. Bid Assistance: Attend the pre-bid meeting, provide assistance during the bid process, and attend the pre-job meeting as part of this task. Assist with addressing Contractor questions and plan coordination efforts during the bidding phase. Review specifications prepared by others to confirm specific items unique to this project are addressed. The stated budget includes up to one (1) hour per week during the pre-bid and bidding process. Hours needed beyond this amount will require additional budget.
2. Construction Support & Site Visits: Assist Project Architect and contractor in clarifying the intent of the project plans and participate in the resolution of construction issues in the field. Respond to RFI's regarding the project in writing and distribute the RFI responses to the Project Team. Prepare plan revisions or details as required to facilitate completion of the work. Attend Pre-Construction Meetings and Construction Progress Meetings as required. The stated budget includes up to one (1) hour per week during the construction process. Hours needed beyond this amount will require additional budget.

V. Excluded Services:

Ware Malcomb will not provide the services listed below.

- A. Soils engineering, studies, or reports.
- B. Permits or Agency fees.
- C. Site surveys, services or reports.
- D. Fire suppression or alarm systems (design-build).
- E. Special studies such as Traffic, Noise, Utility or Environmental studies.
- F. Structural Pavement Sections (by Geotechnical Engineer).
- G. Traffic Control and Signal plans.
- H. Hydrant Flow Tests.

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- I. Hazardous materials identification, storage, or abatement.
- J. Roof Inspection.
- K. Confirmation and/or verification of the accuracy and/or completeness of documents or information received from others.

VI. Supplemental Services:

The following items are not contemplated or included within Ware Malcomb's Scope or Fee. Ware Malcomb may perform certain services among the list below as an additional service and for an additional fee.

- A. Security, Data, AV or Telecommunications System design.
- B. Energy management systems or Life-Cycle cost analysis.
- C. Specialty Consultants such as Waterproofing
- D. Changes or revisions subsequent to completion of Design Development Phase, except for those required for refinement or code compliance.
- E. Signage or Public Art selection.
- F. Graphic Design services such as Identity/Logo, Stationery System, Branding, Marketing Materials/Leasing Brochures, Website, Multi-Media Presentations, and Environmental Graphics.
- G. Changes to the Program or building area.
- H. Preparation of meeting minutes during construction.
- I. Offsite Improvements and Off-site Utility Plans. It is assumed that existing utilities are located adjacent to the subject site.
- J. As-Built or record drawings other than those required by the local jurisdiction.
- K. FEMA Flood Studies and Applications for Map Revision.
- L. Record of Survey.
- M. Calculation of Remedial Earthwork Quantities for the mass grading operation using as-built topographic survey information obtained in the field. Raw (unadjusted) quantities will be used unless a compaction/swell factor is provided by the site geotechnical engineer.
- N. Regional Drainage Analysis.
- O. Existing sanitary sewer system capacity analysis.
- P. Storm water quality measures beyond those required to service the subject site.
- Q. On-site Storm Drain profile drawings.
- R. Additional improvements beyond the immediate vicinity of the subject site.
- S. Hydromodification design.
- T. Composite Utility Plan.
- U. Water and Sewer Capacity Analysis.
- V. Potholing and Subsurface Utility Locating.
- W. Construction Staking Services.
- X. Contract Administration more than sixty (60) days beyond date of substantial completion.
- Y. Multiple bid processes or negotiations with General Contractors.
- Z. Cost Estimating Services or Value Engineering.
- AA. Provide assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals.
- BB. Design of non-standard structural systems due to sub-grade seismic or soils conditions. Our fee is based on standard design for footings, slabs and structural building systems.
- CC. BOMA Calculations.
- DD. LEED Design, Applications and Management Services.
- EE. Any and all other services not specifically described as part of Basic Services.

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VII. Compensation:

Compensation for Basic Services shall be a fixed fee of **Seven Hundred and Eighty Two Thousand Dollars (\$782,000.00), plus reimbursable expenses**. Invoicing shall be in accordance with the following breakdown:

A.	Shell & Core Buildings ($\pm 85,075$ GSF) – Architecture:	
	Design Development	\$ 81,000.00
	Contract Documents	\$139,000.00
	Contract Administration	<u>\$ 33,000.00</u>
	Subtotal Shell & Core Basic Services	\$253,000.00
B.	Structural Engineering:	
	Shell & Core Buildings	\$ 75,000.00
	Misc. Site Retaining Walls/Canopies	\$ 15,000.00
	Engineering at Existing Buildings	<u>\$ 10,000.00</u>
	Subtotal Structural Engineering	\$100,000.00
C.	Mechanical/ Plumbing Engineering Shell and Core	\$ 15,000.00
D.	Electrical Engineering Shell and Core	\$ 19,000.00
E.	Office Tenant Improvements ($\pm 45,000$ GSF):	
	Design Development	\$ 30,000.00
	Contract Documents	\$ 45,000.00
	Contract Administration	<u>\$ 15,000.00</u>
	Subtotal Office TI Basic Services	\$ 90,000.00
F.	Mechanical/ Plumbing Engineering Office TI	\$ 34,000.00
G.	Electrical Engineering Office TI	\$ 25,000.00
H.	Shops/Fleet/Warehouse Tenant Improvements ($\pm 40,075$ GSF):	
	Design Development	\$ 27,000.00
	Contract Documents	\$ 36,000.00
	Contract Administration	<u>\$ 12,000.00</u>
	Subtotal Shops/ Fleet/WH TI Basic Services	\$ 75,000.00
I.	Mechanical/Plumbing Shops/Fleet/WH/Wash	\$ 27,000.00
J.	Electrical Engineering Shops/Fleet/WH/Wash	\$ 35,000.00
K.	Landscape Architecture	\$ 17,000.00
L.	Acoustical Engineering	\$ 7,000.00

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M.	Civil Engineering	
	Final Engineering	\$ 77,000.00
	Construction Phase Services	<u>\$ 8,000.00</u>
	Subtotal Civil Basic Services	\$ 85,000.00
N.	Total Basic Services Fee	\$782,000.00
O.	Allowances and Optional Fees:	
	Additional Computer Generated Professional Aerial Rendering	\$6,000.00/EA
	Additional Computer Generated Professional Eye Level Rendering	\$3,500.00/EA
	Office Furniture Selection/RFP	\$27,000.00
	LEED Management Service (Ware Malcomb)	\$39,000.00

Note: Ware Malcomb offers the following additional/integrated/in-house services. We may perform any or all of these services at your request for an additional fee:

1. Graphic Design (including Signage)

VIII. Reimbursable Expenses:

Standard expenses, such as those listed in Ware Malcomb’s General Terms of Agreement are in addition to our fees. Reimbursable expenses for such things as printing, plotting, renderings requested by Owner, postage and handling, delivery costs, travel and mileage, reproductions and facsimiles, are charged at the standard rate of cost plus fifteen percent (15%).

Ware Malcomb suggests a reimbursable allowance of \$25,000.00.

IX. Payment to Ware Malcomb:

All payments shall be due upon receipt of invoice. Billings shall be based on a percentage of completion on a Phase basis. Fees for Contract Documents and any unpaid billings shall be due and paid prior to submittal for plan check.

If this proposal meets with your approval, please let us know and we will proceed with preparation of our Agreement for Professional Services. Thank you for this opportunity and we look forward to working with you.

Best regards,

Ware Malcomb



Mike Mladenoff
Senior Project Manager



Tom Myers, AIA LEED AP
Principal, Commercial Architecture

[tjm/jmc]

international reach

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