

SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This SECOND AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 2nd day of November 2021 and amends that certain AGREEMENT FOR CONSULTANT SERVICES dated October 3, 2018, and FIRST AMENDMENT TO AGREEMENT dated March 3, 2021 made by and between the **TOWN OF LOS GATOS**, ("Town,") and **Cuschieri Horton Architects** ("Consultant").

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on October 3, 2018 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town and Consultant entered into First Amendment to the Agreement for Consultant Services on March 3, 2021 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 2 to this Amendment.
- C. Town desires to make second amendment the Agreement to add to the scope of services and provide additional compensation for additional architectural and engineering design services to support building replacement at Parks and Public Works Corp Yard.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read:

Consultant shall provide services as described in that certain Cost Proposal sent to the Town on October 14, 2021, which is hereby incorporated by referenced and attached as Exhibit C.

2. Section 2.6 Compensation is amended to read:

Additional compensation for Consultant's professional services shall be \$53,100, for a total agreement not to exceed \$218,450.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos by:

Consultant by:

Laurel Prevetti
Town Manager

Name/Title

Recommended by:

Matt Morley
Director of Parks and Public Works

Approved as to Form:

Robert Schultz, Town Attorney

Attest:

Shelley Neis, MMC, CPMC, Town Clerk

14 October 2021
CHA# 1826.05

Matt Morley
Director
Parks and Public Works Department
Town of Los Gatos
41 Miles Avenue, Los Gatos, CA 95030

Project / Location:
TLG – Engineering TI and Storage Building
41 Miles Avenue, Los Gatos, CA 95030

RE: Additional Services #5 Fee Proposal for Additional Construction Administration Services for the Storage Building

Dear Matt,

Please find enclosed Cuschieri Horton Architects (CHA) request for approval of additional Architectural and Engineering services for the above noted project. This proposal represents an additional scope of work for an additional (4) month Construction Administration services in connection to the proposed Storage Building, which was not covered within our original project proposal #201832, dated 06/01/18, nor any prior additional design service proposals.

SCOPE OF WORK:

This added scope of work includes:

- Extended Construction Administration Services for four (4) months for the Storage Building construction.

Therefore, this fully executed agreement will constitute approval for A/E services expended as noted above, as well as incorporation into the overall permitted project set during CA phase of work.

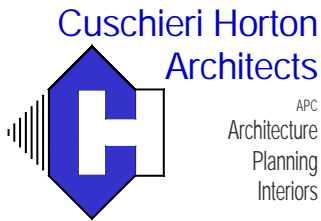
ASSUMPTIONS:

- AOR efforts in assisting the contractor in evaluating and ensuring compliance with the contract documents, coordinate and inspect contractor's work. Coordination with the Design team, Contractor and the Owner in reviewing submittals and responding to RFIs. Attend weekly construction meetings.
- Change in Scope, increase in Schedule, &/or any unforeseen conditions may result in add services.
- All prior assumptions and scope noted within original and prior approved proposal(s) remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Assumptions.

EXCLUSIONS (can be provided as an additional service & billed at current SOC, if needed):

- Preparation of documentation beyond those described above and within this proposal.
- Additional revisions during CA period.
- All prior exclusions and scope noted within original approved proposal remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Exclusions.

EXHIBIT C



16 September 2021
CHA Add Service 5 - Proposal

PROFESSIONAL FEES:

Town of Los Gatos Engineering Building TI and Storage Building Additional Services #5		Fees
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(4) Month Extended Construction Administration Services

CHA – Cuschieri Horton Architects	Construction Administration Services	\$ 21,500
BASE Design	Structural Construction Administration Services	\$ 1,200
Sandis	Civil Construction Administration	\$ 3,000
ACIES Engineering	MEP Construction Administration Services	\$ 3,000

(Add Services): \$ 28,700

We propose the following CHA Staff and SOC rates for this project:

Project Manager– Dan Cuschieri, Architect, (Hourly rate: \$170/hr.)

Senior Designer – Ray Bolisay (Hourly rate: \$150/hr.)

Job Captain – Sanobar Girap (Hourly rate: \$135/hr.)

CAD drafter (Hourly rate: \$115/hr.)

Reimbursable Charges: Computed at cost + 10%.

AGREEMENT FOR SERVICES:

Above noted services will be provided in accordance with the standard AIA agreement, to be provided by CHA. If the TLG has their own agreement, please provide to CHA for review and execution. CHA will proceed with these services following distribution, review and our receipt of TLG signed approval followed by an executed Agreement between CHA and TLG, issued for these services. Services outside this proposed scope of work will be billed hourly per CHA and CHA's engineering consultant's current schedule of charges, following Owner approval of such additional work.

Thank you for your consideration and approval of this additional work. Please call with any questions.

Sincerely

Dan Cuschieri, AIA, Principal

By signing below, you have acknowledged acceptance of the terms, fees, & conditions of this proposal letter, and authorize Cuschieri Horton Architects to proceed with the proposed services, included with any amendment to the fully executed prime agreement.
(Please email signed/executed color copy to CHA)

Signature of Owner representative (s)

Date

Full Name of Owner representative(s)

Cc: Tony Cuschieri (CHA), Kristi Pearce-Percy (CHA), Jeannette Keplinger (CHA)

September 15, 2021

Dan Cuschieri
Cuschieri Horton Architects
20 S. Santa Cruz Avenue
Suite 108
Los Gatos, CA
95030

RE: TLG Storage Building
Construction Administration Schedule
Cuschieri Horton Architects Project No. 1826
BASE Design Project No. 18174, Add Service #2

Dear Mr. Cuschieri,

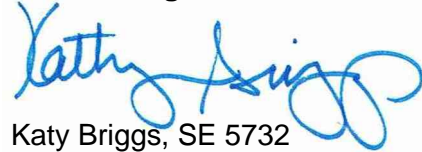
Per emails from Ray Bolisay of your office sent September 14, 2021, the construction phase of the Storage Building will be extended by four months. This extended construction schedule will require additional time for construction administration.

BASE Design proposes to provide the scope of services described above for the new storage building construction at an hourly rate of \$150, not to exceed of **\$1,200 (One Thousand and Two Hundred Dollars)**.

We hope that this add service proposal is acceptable to you. If the fees and terms provided herein are acceptable, this letter can serve as our agreement and our authorization to proceed.

Sincerely,

BASE Design



Katy Briggs, SE 5732
Principal

ACCEPTED BY:

Cuschieri Horton Architects

BY: _____

DATE: _____

September 16, 2021
Project No. 218290

Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 204
Campbell, CA 95008
T: 408.371.8200
E: dan@charch.com

RE: **LOS GATOS ENGINEERING BUILDING TI**
ASR #2 - STORAGE BUILDING RELOCATION
LOS GATOS, CA

ASR #3 - Extended 4-Month
Construction Administration

Dear Dan,

This letter is our amendment to the original proposal dated May 23, 2018 for the above referenced project. The following scope of work is included in this amendment, per the email received on 09/14/21 from Ray Bolisay, Cuschieri Horton Architects:

1. **Extended 4-month construction administration.**
 - ~~1. Adjust storage building an additional five (5) feet from property line.~~
 - ~~2. Adjust all grading and utility improvements with respect to building relocation.~~
 - ~~3. Revise civil plan set to architectural team for town submittal.~~
 - ~~4. Respond to one (1) round of town review comments.~~
- ~~• Construction Documents - \$7,000~~
 - **Construction Administration - \$3,000**

These services will be provided for the sum of ~~\$10,000 (Ten Thousand Dollars)~~ and will be performed under the terms and conditions of our original contract. Please return one signed copy of this letter to our Campbell office as your authorization to proceed.

Regards,

SANDIS



Chad Browning, PE, LEED AP, QSD/P
Associate Principal



Steve Yazalina
Project Manager

Approved

CUSCHIERI HORTON ARCHITECTS

By: _____

Title: _____

Date: _____



AUTHORIZATION FOR REQUESTED ADDITIONAL SERVICES

CLIENT: **Cuschieri Horton Architects** **DATE:** 09-15-2021
 20 S. Santa Cruz Ave, Suite 108
 Los Gatos, CA 95030
 Tel: (408) 371-8200 x1121

AUTHORIZED REPRESENTATIVE: Ray Bolisay *rbolisay@charch.com*

PROJECT: **Los Gatos Engineering TI**
41 Miles Avenue
Los Gatos, CA 95030

PROJECT NUMBER: 180541.03

**DESCRIPTION OF
 ADDITIONAL
 SERVICES:**

Additional MEP Engineering and Design assistance to provide Construction Administration support services (4 months) for the Storage building.

**ADDITIONAL
 SERVICE FEE:**

Time and Material But Not To Exceed \$3,000.00

REIMBURSABLE EXPENSES shall refer to those out-of-pocket costs, expenses, fees, or charges which ACIES incurs on the CLIENT's behalf. "Reimbursable Expenses" include but are not limited to:

- Production of drawings, calculations, etc.
- Travel expenses
- Shipping and postage
- All fees paid to local agencies or government offices on behalf of the CLIENT or the project.

Prevailing in-house reimbursable expense rates are as follows:

Item	Price
Reimbursement - Bond 11 x 17	\$0.75
Reimbursement - Bond 17 x 22	\$1.00
Reimbursement - Bond 18 x 24	\$1.00
Reimbursement - Bond 22 x 34	\$1.50
Reimbursement - Bond 24 x 22	\$1.00
Reimbursement - Bond 30 x 42	\$2.75
Reimbursement - Bond 36 x 24	\$2.50
Reimbursement - Bond 36 x 48	\$4.00
Reimbursement - Vellums	\$10.00
Reimbursement - Mileage	\$0.58/mile
Reimbursement - Acies Messenger	\$25.00
Reimbursement - Drawings Delivery	Varies
Reimbursement - Copies	\$0.10/sheet

PREVAILING HOURLY BILLING RATES:

Principal	\$230.00/hr
Associate	\$190.00/hr
Project Director	\$175.00/hr
Project Manager	\$150.00/hr
Project Engineer	\$130.00/hr
Designer	\$115.00/hr
REVIT / CAD Operator	\$120.00/hr
Administrator	\$85.00/hr

All terms and conditions from original proposal dated 06-19-2018 apply to this additional service agreement. Reimbursable expenses such as drawing reproduction, copying, fax, travel expenses, long distance telephone and toll calls, shipping, postage & etc will be charged at 1.1 times their cost to Acies.

EXECUTION: *In witness whereof, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.*

SUBMITTED BY:
ACIES ENGINEERING



SRDJAN REBRACA, PE
PRINCIPAL
DATE: SEPTEMBER 15, 2021

APPROVED BY:

PRINT:
DATE:

14 October 2021
CHA# 1826.06

Matt Morley
Director
Parks and Public Works Department
Town of Los Gatos
41 Miles Avenue, Los Gatos, CA 95030

Project / Location:
TLG – Engineering TI and Storage Building
41 Miles Avenue, Los Gatos, CA 95030

RE: Additional Services #6 Rev01 Fee Proposal for Additional Design Services to Relocate the Storage Building

Dear Matt,

Please find enclosed Cuschieri Horton Architects (CHA) request for approval of additional Architectural and Engineering services for the above noted project. This proposal represents an additional scope of work for relocation of the Storage building, which was not covered within our original project proposal #201832, dated 06/01/18, nor any prior additional design service proposals.

SCOPE OF WORK:

This added scope of work includes:

- Relocate the proposed Storage building 10 feet away from the north property line.
- Rearrange HVAC unit for the Storage building due to the relocation of the building.
- Adjust grades, elevations, and utility improvements with respect to the relocation of the Storage building.
- Redesign parking and ramps in front of the relocated Storage building.

Therefore, this fully executed agreement will constitute approval for A/E services expended as noted above, as well as incorporation into the overall permitted project set during CA phase of work.

ASSUMPTIONS:

- AOR efforts in coordination and preparation of the revised drawings and resubmission to the Town of Los Gatos Building Department.
- Change in Scope, increase in Schedule, &/or any unforeseen conditions may result in add services.
- All prior assumptions and scope noted within original and prior approved proposal(s) remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Assumptions.

EXCLUSIONS (can be provided as an additional service & billed at current SOC, if needed):

- Preparation of documentation beyond those described above and within this proposal.
- Additional revisions during CA period.
- All prior exclusions and scope noted within original approved proposal remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Exclusions.

PROFESSIONAL FEES:

Town of Los Gatos Engineering Building TI and Storage Building Additional Services #6		Fees
<u>Relocation of Storage Building</u>		
CHA – Cuschieri Horton Architects	Architectural Design Fee	\$ 11,900
Sandis	Civil Design Fee	\$ 7,000
ACIES Engineering	MEP Design Fee	\$ 5,500
(Add Services):		\$ 24,400

We propose the following CHA Staff and SOC rates for this project:

- Project Manager– Dan Cuschieri, Architect, (Hourly rate: \$170/hr.)
- Senior Designer – Ray Bolisay (Hourly rate: \$150/hr.)
- Job Captain – Sanobar Girap (Hourly rate: \$135/hr.)
- CAD drafter (Hourly rate: \$115/hr.)
- Reimbursable Charges: Computed at cost + 10%.

AGREEMENT FOR SERVICES:

Above noted services will be provided in accordance with the standard AIA agreement, to be provided by CHA. If the TLG has their own agreement, please provide to CHA for review and execution. CHA will proceed with these services following distribution, review and our receipt of TLG signed approval followed by an executed Agreement between CHA and TLG, issued for these services. Services outside this proposed scope of work will be billed hourly per CHA and CHA's engineering consultant's current schedule of charges, following Owner approval of such additional work.

Thank you for your consideration and approval of this additional work. Please call with any questions.

Sincerely



Dan Cuschieri, AIA, Principal

By signing below, you have acknowledged acceptance of the terms, fees, & conditions of this proposal letter, and authorize Cuschieri Horton Architects to proceed with the proposed services, included with any amendment to the fully executed prime agreement.
(Please email signed/executed color copy to CHA)

Signature of Owner representative (s)

Date

Full Name of Owner representative(s)

Cc: Tony Cuschieri (CHA), Kristi Pearce-Percy (CHA), Jeannette Keplinger (CHA)

September 16, 2021
Project No. 218290

Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 204
Campbell, CA 95008
T: 408.371.8200
E: dan@charch.com

**RE: LOS GATOS ENGINEERING BUILDING TI
ASR #2 – STORAGE BUILDING RELOCATION
LOS GATOS, CA**

Dear Dan,

This letter is our amendment to the original proposal dated May 23, 2018 for the above referenced project. The following scope of work is included in this amendment, per the email received on 09/14/21 from Ray Bolisay, Cuschieri Horton Architects:

1. Adjust storage building an additional five (5) feet from property line.
 2. Adjust all grading and utility improvements with respect to building relocation.
 3. Revise civil plan set to architectural team for town submittal.
 4. Respond to one (1) round of town review comments.
- **Construction Documents – \$7,000**
 - ~~Construction Administration \$7,000~~

These services will be provided for the sum of ~~\$10,000 (Ten Thousand Dollars)~~ and will be performed under the terms and conditions of our original contract. Please return one signed copy of this letter to our Campbell office as your authorization to proceed.

Regards,

SANDIS



Chad Browning, PE, LEED AP, QSD/P
Associate Principal



Steve Yazalina
Project Manager

Approved

CUSCHIERI HORTON ARCHITECTS

By: _____

Title: _____

Date: _____



AUTHORIZATION FOR REQUESTED ADDITIONAL SERVICES

CLIENT: **Cuschieri Horton Architects** **DATE:** Revised
20 S. Santa Cruz Ave, Suite 108 10-12-2021
Los Gatos, CA 95030
Tel: (408) 371-8200 x1121

AUTHORIZED REPRESENTATIVE: Ray Bolisay rbolisay@charch.com

PROJECT: **Los Gatos Engineering TI**
41 Miles Avenue
Los Gatos, CA 95030

PROJECT NUMBER: 180541.05

**DESCRIPTION OF
ADDITIONAL
SERVICES:**

Additional MEP Engineering and Design assistance for a proposed revision on the location of the Town of Los Gatos storage building. The scope of work includes:

- *Move Storage Building away from the northwest property line by 10'-0" per "Additonal Scope - Storage Building Relocation.pdf" sketch.*
- *Relocate HVAC unit and reconfigure ductwork going inside the building.*
- *Ramp and parking areas in front of the storage building shall also move to the proposed location.*

**ADDITIONAL
SERVICE FEE:**

\$5,500

REIMBURSABLE EXPENSES shall refer to those out-of-pocket costs, expenses, fees, or charges which ACIES incurs on the CLIENT's behalf. "Reimbursable Expenses" include but are not limited to:

- Production of drawings, calculations, etc.
- Travel expenses
- Shipping and postage
- All fees paid to local agencies or government offices on behalf of the CLIENT or the project.

Prevailing in-house reimbursable expense rates are as follows:

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Reimbursement - Vellums	\$10.00
Reimbursement - Mileage	\$0.58/mile
Reimbursement - Acies Messenger	\$25.00
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Reimbursement - Copies	\$0.10/sheet

PREVAILING HOURLY BILLING RATES:

Principal	\$230.00/hr
Associate	\$190.00/hr
Project Director	\$175.00/hr
Project Manager	\$150.00/hr
Project Engineer	\$130.00/hr
Designer	\$115.00/hr
REVIT / CAD Operator	\$120.00/hr
Administrator	\$85.00/hr

All terms and conditions from original proposal dated 06-19-2018 apply to this additional service agreement. Reimbursable expenses such as drawing reproduction, copying, fax, travel expenses, long distance telephone and toll calls, shipping, postage & etc will be charged at 1.1 times their cost to Acies.

EXECUTION: *In witness whereof, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.*

SUBMITTED BY:
ACIES ENGINEERING



TOMISLAV GAJIC, PE

PRINCIPAL

DATE: REVISED OCTOBER 12, 2021

APPROVED BY:

PRINT:

DATE:

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into on October 3, 2018 by and between TOWN OF LOS GATOS, a California municipal corporation, ("Town") Cuschieri Horton Architects, ("Consultant"), whose address is 1475 S. Bascom Avenue, Suite 204, Campbell, CA 95008. This Agreement is made with reference to the following facts.

I. RECITALS

- 1.1 The Town desire to engage Consultant to provide design services to support tenant improvements (TI) at the Town's Engineering Building, including new construction evidence storage.
- 1.2 The Consultant represents and affirms that it is willing to perform the desired work pursuant to this Agreement.
- 1.3 Consultant warrants it possesses the distinct professional skills, qualifications, experience, and resources necessary to timely perform the services described in this Agreement. Consultant acknowledges Town has relied upon these warranties to retain Consultant.

II. AGREEMENTS

- 2.1 Scope of Services. Consultant shall provide services as described in that certain Cost Proposal sent to the Town on June 1, 2018, which is hereby incorporated by reference and attached as Exhibit A.
- 2.2 Term and Time of Performance. This contract will remain in effect from October 3, 2018 to December 31, 2021.
- 2.3 Compliance with Laws. The Consultant shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Consultant represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant shall maintain a Town of Los Gatos business license pursuant to Chapter 14 of the Code of the Town of Los Gatos.
- 2.4 Sole Responsibility. Consultant shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
- 2.5 Information/Report Handling. All documents furnished to Consultant by the Town and all reports and supportive data prepared by the Consultant under this Agreement are the Town's property and shall be delivered to the Town upon the completion of Consultant's services or at the Town's written request. All reports, information, data, and exhibits

prepared or assembled by Consultant in connection with the performance of its services pursuant to this Agreement are confidential until released by the Town to the public, and the Consultant shall not make any of these documents or information available to any individual or organization not employed by the Consultant or the Town without the written consent of the Town before such release. The Town acknowledges that the reports to be prepared by the Consultant pursuant to this Agreement are for the purpose of evaluating a defined project, and Town's use of the information contained in the reports prepared by the Consultant in connection with other projects shall be solely at Town's risk, unless Consultant expressly consents to such use in writing. Town further agrees that it will not appropriate any methodology or technique of Consultant which is and has been confirmed in writing by Consultant to be a trade secret of Consultant.

- 2.6 Compensation. Compensation for Consultant's professional services shall not exceed **\$149,000**, inclusive of all costs. Payment shall be based upon Town approval of each task.
- 2.7 Billing. Billing shall be monthly by invoice within thirty (30) days of the rendering of the service and shall be accompanied by a detailed explanation of the work performed by whom at what rate and on what date. Also, plans, specifications, documents or other pertinent materials shall be submitted for Town review, even if only in partial or draft form.

Payment shall be net thirty (30) days. All invoices and statements to the Town shall be addressed as follows:

Invoices:

Town of Los Gatos

Attn: Accounts Payable

P.O. Box 655

Los Gatos, CA 95031-0655

- 2.8 Availability of Records. Consultant shall maintain the records supporting this billing for not less than three years following completion of the work under this Agreement. Consultant shall make these records available to authorized personnel of the Town at the Consultant's offices during business hours upon written request of the Town.
- 2.9 Assignability and Subcontracting. The services to be performed under this Agreement are unique and personal to the Consultant. No portion of these services shall be assigned or subcontracted without the written consent of the Town.
- 2.10 Independent Contractor. It is understood that the Consultant, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the Town. As an independent contractor he/she shall not obtain any rights to retirement benefits or other benefits which accrue to Town employee(s). With prior written consent, the Consultant may perform some obligations

under this Agreement by subcontracting but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement. Consultant agrees to testify in any litigation brought regarding the subject of the work to be performed under this Agreement. Consultant shall be compensated for its costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Consultant or is based on allegations of Consultant's negligent performance or wrongdoing.

- 2.11 **Conflict of Interest.** Consultant understands that its professional responsibilities are solely to the Town. The Consultant has and shall not obtain any holding or interest within the Town of Los Gatos. Consultant has no business holdings or agreements with any individual member of the Staff or management of the Town or its representatives nor shall it enter into any such holdings or agreements. In addition, Consultant warrants that it does not presently and shall not acquire any direct or indirect interest adverse to those of the Town in the subject of this Agreement, and it shall immediately disassociate itself from such an interest, should it discover it has done so and shall, at the Town's sole discretion, divest itself of such interest. Consultant shall not knowingly and shall take reasonable steps to ensure that it does not employ a person having such an interest in this performance of this Agreement. If after employment of a person, Consultant discovers it has employed a person with a direct or indirect interest that would conflict with its performance of this Agreement, Consultant shall promptly notify Town of this employment relationship, and shall, at the Town's sole discretion, sever any such employment relationship.
- 2.12 **Equal Employment Opportunity.** Consultant warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Neither Consultant nor its subcontractors do and neither shall discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act.

III. INSURANCE AND INDEMNIFICATION

- 3.1 **Minimum Scope of Insurance:**
- i. Consultant agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her firm to an amount not less than: one million dollars (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage.
 - ii. Consultant agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.

- iii. Consultant shall provide to the Town all certificates of insurance, with original endorsements effecting coverage. Consultant agrees that all certificates and endorsements are to be received and approved by the Town before work commences.
- iv. Consultant agrees to have and maintain, for the duration of the contract, professional liability insurance in amounts not less than \$1,000,000 which is sufficient to insure Consultant for professional errors or omissions in the performance of the particular scope of work under this agreement.

General Liability:

- i. The Town, its officers, officials, employees and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of Consultant, premises owned or used by the Consultant. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
 - ii. The Consultant's insurance coverage shall be primary insurance as respects the Town, its officers, officials, employees and volunteers. Any insurance or self-insurances maintained by the Town, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
 - iii. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town, its officers, officials, employees or volunteers.
 - iv. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 3.2 **All Coverages.** Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Town. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the Town Clerk.
- 3.3 **Workers' Compensation.** In addition to these policies, Consultant shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Consultant shall ensure that all subcontractors employed by Consultant provide the required Workers' Compensation insurance for their respective employees.

- 3.4 **Indemnification.** The Consultant shall save, keep, hold harmless and indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant.

IV. GENERAL TERMS

- 4.1 **Waiver.** No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.
- 4.2 **Governing Law.** This Agreement, regardless of where executed, shall be governed by and construed to the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Santa Clara.
- 4.3 **Termination of Agreement.** The Town and the Consultant shall have the right to terminate this agreement with or without cause by giving not less than fifteen days (15) written notice of termination. In the event of termination, the Consultant shall deliver to the Town all plans, files, documents, reports, performed to date by the Consultant. In the event of such termination, Town shall pay Consultant an amount that bears the same ratio to the maximum contract price as the work delivered to the Town bears to completed services contemplated under this Agreement, unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in light of the particular facts and circumstances involved in such termination.
- 4.4 **Amendment.** No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by the Town and the Consultant.
- 4.5 **Disputes.** In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, including costs of appeal.
- 4.6 **Notices.** Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

Town of Los Gatos
Attn: Town Clerk
110 E. Main Street
Los Gatos, CA 95030

Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 104
Campbell, CA 95008

or personally delivered to Consultant to such address or such other address as Consultant designates in writing to Town.

4.7 Order of Precedence. In the event of any conflict, contradiction, or ambiguity between the terms and conditions of this Agreement in respect of the Products or Services and any attachments to this Agreement, then the terms and conditions of this Agreement shall prevail over attachments or other writings.

4.8 Entire Agreement. This Agreement, including all Exhibits, constitutes the complete and exclusive statement of the Agreement between the Town and Consultant. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party.

IN WITNESS WHEREOF, the Town and Consultant have executed this Agreement.

Town of Los Gatos by:




Laurel Prevetti, Town Manager

Consultant, by:



Daniel Cuschieri, AIA
Cuschieri Horton Architects

Recommended by:



Matt Morley, Director of Parks and Public Works

Principal / Architect

Title

Approved as to Form:



Robert Schultz, Town Attorney

Cost Proposal Format

Consultant shall provide a detailed itemized schedule of rates and fees which includes all billing amounts and costs for each Task as follows:

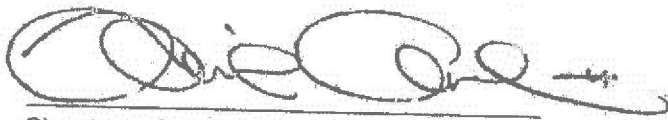
Basic Services:

Compensation shall be on a time and materials basis in proportion to services rendered and shall be billed monthly as percentages of completion for each Task as follows:

Task 1: Design Project Management and Coordination	\$	<u>6,780</u>
Task 2: Data Collection and Review (35%)	\$	<u>35,935</u>
Task 3: Construction Documents: 70% & 100%		
A. 70% Complete Plans	\$	<u>46,532</u>
B. 100% Complete Plans	\$	<u>23,208</u>
Task 4: Construction Management and Other Services (as needed)	\$5,000	
Task 5: Construction Administration (as needed)	\$	<u>30,540</u>
Task 6: Record Drawings and Project Close-Out	\$	<u>6,720</u>
TOTAL (Not-To-Exceed)	\$	<u>154,715</u>

Consultant Rate Schedule*:

* Attach Consultant rate schedule



Signature of CHA Representative

DAN CUSCHIERI, AIA, Principal

Typed name & Title

*Request for Proposal
Design Professional Services for Engineering Building Tenant Improvement*



CHA # 201832 / 06-01-18
TLG Engineering Building Tenant Improvements
COST PROPOSAL SUPPLEMENT - CHA Design Team

1 June 2018

Town of Los Gatos (TLG - Owner)

Parks and Public Works Department (41 Miles Avenue, Los Gatos, CA 95030)

Attention: Lisa Petersen, Assistant Director / Town Engineer

Cc: Brett Stoltenwerk, Project Manager

Re: COST PROPOSAL SUPPLEMENT - Professional Services Fee Proposal for A/E Design Services (Tasks 1 thru 6)
Town of Los Gatos Engineering Building Tenant Improvement
Project Location: 41 Miles Avenue, Los Gatos, CA 95030

Dear Lisa,

We at Cuschieri Horton Architects (CHA) would like to thank you & the Town of Los Gatos for this great opportunity to provide our Architectural and Consultant Engineering services Cost proposal for the above noted project & as a supplement to Attachment D - Cost Proposal Format. We include herewith our understanding of the scope of services & key staff assigned for this project, including our design services fees for your review and approval. If each building (engineering + storage) project was to be separate due to budgetary constraints, this can be discussed during the interview process regarding fee & schedule impacts.

Following recent communication via telephone & email communication with additional scoping at the project site walk with Kinjal Buch, we have developed the following scope of services & fees for your review.

SCOPE OF SERVICES: The scope of services follow the scope and requirements set forth within the Town of Los Gatos (TLG) issued RFP and plan attachments received on 05/03/18 & Addendums. This RFP for design services to support tenant improvements (TI) at the TLG's Engineering Building, including new construction work for the replacement of a small portable building that currently houses TLG field crew & TLG Police evidence storage, both located at the TLG's service yard at 41 Miles Avenue, Los Gatos, CA. The existing Engineering building is currently separated into two areas; One area contains the existing engineering department office cubicles, one unisex bathroom, plan/file storage area, conference room, entry counter, etc.. The second area contains an equipment storage area. Proposed design services are to complete the TI of the building which would include relocating the existing engineering area to a new office area in the converted equipment/material storage location & changing the existing engineering area into an office for Town maintenance staff. At the location of the old portable building, the scope proposes a new basic steel storage building approximately 90 ft. long by 60 ft. wide by 20 ft. high (5400 sf +/-), with a recommended pre-fabricated structure on a concrete slab. This new building will be sectioned off into two areas with no toilets or staff work areas; One area will be for general TLG storage to accommodate a fork lift, tall racking storage, & HVAC unconditioned. The second area will be for TLG police evidence storage that meets Police Dept. evidence storage specifications and is approximately 2,000 sf & HVAC conditioned. Attachment E & F, included with the original RFP, show the locations of these structures and the existing engineering building layout. Per our completed RFP submittal package, our design team will prepare the appropriate design documents to facilitate the RFP scope of work as noted above and within the RFP's identified (6) Tasks as follows (please note that the tasks are noted differently between RFP pages 7 thru 9 Task summary and "Attachment D", so we are following "Attachment D," noting (6) tasks, which now incorporate CA services:

Task 1: Design Project Management and Coordination

Task 2: Data Collection and Review (35% plan / documentation submission milestone)

Task 3: Construction Documents (at 70% and 100% plan submission milestones)

Task 4: Construction Management and Other Services (as needed - allowance)

Task 5: Construction Administration (as needed - allowance)

Task 6: Record Drawings and Project Close-out



CHA # 201832 / 06-01-18
 TLG Engineering Building Tenant Improvements
 COST PROPOSAL SUPPLEMENT -- CHA Design Team

SUMMARY OF EACH "TASK" BASIC SERVICES FOR CHA:

TASK 1 - DESIGN PROJECT MANAGEMENT AND COORDINATION:

- 1.0** General Items (relating to this Task):
- SCHEDULE - Estimated Task completion time frame: Up to (2) weeks
 - Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task.
- 1.1** Coordinate with the TLG throughout the duration of this project design Task.
- 1.2** Manage Design Team and overall project design activities consistent with the direction from the TLG in order to meet the project schedule and budget.
- 1.3** Prepare a work plan phase schedule in MS Project format showing significant milestones for the project.
- 1.4** Update the schedule monthly and notify TLG if there are delays in any phase of the project. If needed, prepare the schedule in subsequent phases of the project or provide information to TLG substantiating a time extension. Estimated to be (1) permit document package covering up to (3) construction phases.
- 1.5** Prepare for and attend in-person project meetings with the TLG to discuss project progress, decisions and direction, and to coordinate activities, as required. The meetings shall include the following for this Task:
- Up to (1) Kick-off Meeting (on-site)
 - Up to (2) Project Status Meetings with TLG via conference calls.
- 1.6** Be available to Town staff for consultation by phone, or email to discuss project activities and schedules, or as required through the duration of this project Task.
- 1.7** Deliverables:
- Monthly progress schedule in MS Project format (electronic file).
 - Monthly progress reports and invoices (electronic file). Invoices will indicate, but not be limited to, the following:
 1. Invoice Number
 2. Complete Title of Project
 3. Period for work performed
 4. Listed Tasks per the Contract/Agreement
 5. Hours and percentage of Work Performed to Date of Invoice
 6. Balance of Account from Previous Invoices

TASK 2 - DATA COLLECTION AND REVIEW:

- 2.0** General Items (relating to this Task):
- SCHEDULE - Estimated Task completion time frame: Up to (4) weeks
 - Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task
 - Allow up to (1) revision to plans per TLG comments following 35% review.
- 2.1** Review as-built documents (Hard Copy and Softcopy of PDF + AutoCAD files) and any other project information available for the Project site, provided by TLG at start of this Task. Assume existing as-built AutoCAD editable softcopy files and Hardcopy plans of project areas available for CHA use and review.
- 2.2** Coordinate development and collection of data.
- 2.3** Verify existing conditions and current code / zoning requirements (per 2.4 site visit).
- 2.4** Up to (1) site visit to view and inspect site conditions and existing facilities with TLG provided as-builts.
- 2.5** Perform necessary site analysis in order to identify opportunities and constraints.
- 2.6** Up to (3) meetings with TLG staff to obtain additional info & input, as well as misc. review as needed.
- 2.7** (Civil Engineer) Locate and verify depths of utilities including Ground Penetrating Radar (GPR), and potholing as needed (Civil Engineer services only per their proposal and within their identified area(s) of work, if identified and applicable to their scope/services).



- 2.8 SCHEMATIC DESIGN** - Prepare and submit, for TLG's review and approval, Schematic Design documents at thirty-five percent (35%) plan submittal. The submittal shall consist of the following plans: Site Plan, Demo and Proposed Floor Plan, some Elevations, Roof Plan), a general narrative description of basic components, and other documents necessary to illustrate the scale and relationship of Project components and provide a preliminary cost estimate.

TASK 3 - CONSTRUCTION DOCUMENTS (at 70% and 100%):

3.0 General Items (relating to this Task):

- **SCHEDULE** - Estimated Task completion time frames: Up to (8) weeks to complete and issue 100% Construction Document package for TLG expedited review with up to an additional *(4) weeks for TLG Review and Permit issuance. * Note: Review schedule has assumed an expedited review per addendum 1 response and considering TLG's involvement starting from Task 1 up to the end of Task 3.
- **Engineering Consultants' Scope:** See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task
- Based on the approved Schematic Design documents and any adjustments authorized or directed by TLG staff, Design team shall develop and refine the design, and prepare construction documents to fix and describe the size and character of the Project
- Allow up to (1) revision to plans per TLG comments following 70% review.

3.1 Prepare 70% and 100% complete construction documents and supporting information, which may include but is not limited to:

a) Plans with details of major design components such as:

- Architectural drawings and details (Title Sheet, Site Plan Demo/Proposed Floor Plans, Ceiling Plan, Roof Plan, Elevations, Details, sheet specs, FF&E Plans with the assistance of TLG hired FF&E vendor if applicable)
- Mechanical, electrical and plumbing drawings (See MEP Engineer proposal)
- Civil Drawings (see Civil Engineer proposal)
- Structural Drawings (See Structural Engineer fee proposal)
- Fire Alarm and Fire Sprinkler design consultant hired by TLG, possibly a deferred approval)
- Furniture, Fixtures, and Equipment (FF&E) Plans coordinated with TLG Furniture vendor & TLG Security / IT consultants and or TLG staff.

b) Draft technical specifications with TLG's input (Sheet Specs)

c) Estimate of probable construction cost

3.2 Submit for TLG 70% plan review.

3.3 Meet with TLG staff as needed to review TLG comments on 70% submittal, and gain concurrence as to how the documents will be revised as appropriate to incorporate TLG comments.

3.4 Deliverables (70% and 100%):

1. Complete Plans conforming to TLG Standard Drawings format [five (5) sets of D size (24"x36") and two (2) sets of B-size (11"x17") hard copies]. Electronic copies of plans shall also be made available to TLG in PDF format.
2. Draft Technical Specifications (70%) and Final (100%) [five (5) sets]. Specifications shall be prepared in MS Word and PDF formats.
3. 70% and 100% Estimates of Construction costs. Estimates shall be prepared in MS Excel and PDF formats. (Cost Estimator allowance provided in fee summary, if needed)
4. Miscellaneous Project information as requested.

3.5 Submit for TLG issuance of 100% permit plan set (no fee by TLG) to the TLG Building Department. Plans shall reflect compliance with all applicable codes and requirements. All changes from the Building Department permit plan review shall be reflected in 100% Construction Documents and will be used for bidding purposes.



CHA # 201832 / 06-01-18
 TLG Engineering Building Tenant Improvements
 COST PROPOSAL SUPPLEMENT – CHA Design Team

TASK 4 - CONSTRUCTION MANAGEMENT AND OTHER SERVICES ("as needed" – ALLOWANCE):

4.0 General Items (relating to this Task):

- SCHEDULE - Estimated Task time frame TBD.
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task. If any or referencing hourly per Schedule of Charges (SOC).
- Assisting the TLG in providing information beyond standard support of developed design documents on an as needed basis, and billed on an hourly basis up to \$5,000 of work per SOC. See Cost Proposal Format "Attachment D" and fee breakdowns below, which note A/E team combined use of \$5,000.
- This Task is separated in the fee matrix as an allowance since it is noted in the proposal, "as needed."

4.1 Assist TLG with preparing exhibits for addenda as necessary

4.2 Preparation of design details to respond to unforeseen field conditions

4.3 Submittal Reviews

4.4 RFI responses outside of standard support needed for clarification of the permitted design documents

4.5 Other services as identified by the TLG

TASK 5 - CONSTRUCTION ADMINISTRATION ("as needed" – ALLOWANCE):

5.0 General Items (relating to this Task):

- SCHEDULE - Estimated Task time to be up to (9) months. This estimate to be developed further through each prior Task completion for final scope of work and following contractor bid and schedule.
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task, if any or referencing hourly per Schedule of Charges (SOC).
- This Task is separated in the fee matrix as an allowance since it is noted in the proposal, "as needed."
- This Task is noted differently between RFP pages 7 thru 9 Task summary and "Attachment D", so we are following "Attachment D," noting (6) tasks, which incorporate CA services
- SITE VISITS – Up to (9) site visits, up to (1) hour each and once a month, to observe ongoing work.
- Assume weekly OAC meeting conference calls with TLG, up to a maximum duration of 30 minutes each.
- Address RFI's and review Submittals (request submittal log at construction kick-off)
- Communication with TLG or Contractor's Fire Alarm and Fire Sprinkler design-build efforts, as needed.
- PHASING – This Task will likely have construction and occupancy in multiple phases through (1) permit document package.
 - 1) **Phase 1** – Complete Demo of the existing engineering building storage area and construct a new interior office space, infilling the roll up doors with storefronts to move-in the adjacent office TLG engineering staff occupants. TLG will be responsible for a temporary storage location for all the displaced FF&E and such to be removed prior to start of demolition.
 - 2) **Phase 2** – Demo adjacent existing engineering staff office space where occupants were moved from and construct a new interior office space to house the TLG Maintenance Staff that are being moved out of the existing portable building to be demolished. Retain existing public entry.
 - 3) **Phase 3** – Demo existing portable building and remove existing shipping containers. Construct a new basic steel storage building, approximately 90 ft long by 60 ft wide by 20 ft high (5400 sf +/-) (Pre-fab if cost effective) on slab on grade and re-attach displaced antenna. Once complete, this new building will house the Police Department evidence storage as well as a separate storage area to support the displaced TLG maintenance storage items and misc general storage needs. TLG will be responsible for temporary storage of any equipment, materials, furniture, police evidence, etc....that will need to be removed prior to demolition.



CHA # 201822 / 06-01-18
 TLG Engineering Building Tenant Improvements
 COST PROPOSAL SUPPLEMENT – CHA Design Team

TASK 6 - RECORD DRAWINGS AND PROJECT CLOSEOUT:

6.0 General Items (relating to this Task):

- Schedule - Estimated Task time frame up to (2) weeks.
- Engineering Consultants' Scope: See also the attached/included CHA's Engineering Consultants fee proposals for their scope/fees for this Task.

6.1 At completion of Project and with no reimburseable compensation, provide TLG with one set of Record Drawings (24" x 36") that reflect the changes to the work during construction based upon any issued ASI's or other documents issued by the Architect/Engineers and upon marked up prints, drawings, and other data furnished by the Contractor and TLG in a timely and legible manner. Any additional sheets added to the plans shall be properly numbered, properly referenced on other affected drawings and included in the drawing index. Also provide TLG with a complete hard copy set of Record Drawings and one soft copy in AutoCAD and PDF formats. CHA and Consulting engineers, at our own expense, may prepare and retain a copy of each drawing for our permanent file.

6.2 Deliverables:

- Submit a punchlist during final the site visit to submit to Contractor and TLG to correct or accept.
- Record Drawings in PDF format and AutoCAD format sent through downloadable link / media.
- Record Drawings (24" x 36") produced on good quality bond (minimum 20-lb weight paper).

ASSUMPTIONS:

- This proposal and attached consulting engineer proposals cover Task 1, 2, 3, and 6 services. Task 4 and 5 services are noted separately in this proposal as fee allowances since the RFP references these Tasks to be delivered "as needed."
- Project Scope developed from TLG RFP, plans & addendum 1 + 2 responses from the TLG, phone & email responses, as well as a scoping site visit, & as identified above & within this proposal.
- Existing dry utilities can be used to support the new steel building and existing power at the project sites will be able to support all existing and proposed project needs. Proposed equipment supporting infrastructure & distribution systems are assumed to have adequate capacity to support scope of work outlined within this proposal. Existing building structure will be adequate to support project scope components/equipment proposed loads with no additional required strengthening of existing building structure.
- Accessible compliance will be addressed only within areas of work. It is assumed existing adjacent site and existing adjacent buildings and spaces are compliant or will not need to be upgraded or meet current accessible compliance and not need to meet current accessible and life-safety egress code compliance, under the current California Building Code and with any current local Regulatory Agencies' code/requirements, and Federal ADA regulations.
- The TLG noted in addendum 1 that they will assist CHA in preparation and documentation for permit issuance through an expedited review or OTC review / approval.
- Change in scope, changes in assumed schedule (noted above), and/or any unforeseen conditions may result in an add service. Reimburseables have not been included & value can be discussed.
- See included Engineer proposals for their noted assumptions

EXCLUSIONS (can be provided as an additional service and billed to current Schedule of Charges (SOC))

- All engineering & other consultant services other than noted in this proposal & not noted within fee table below.
- Changes to TLG RFP scope (Exhibit A), including any changes to FC/Owner provided supplemental documentation (Exhibit B and other email noted information).
- Revisions to CHA's design resulting in changes by Owner, Owner's vendor(s), and/or Contractor after 100% plan completion. Additional round(s) of comments/revisions following completion of first round of revisions for 35% and 70% plan issuance.



CHA # 201832 / 06-01-18
 TLG Engineering Building Tenant Improvements
 COST PROPOSAL SUPPLEMENT - CHA Design Team

- Toilet Rooms in new building. HVAC Conditioned space for new building engineering storage space.
- PV/Solar design or EV charging stations
- ADA/accessibility upgrades outside project area.
- BIM/REVIT, 3D presentation & Modelling
- Services: Testing/Inspection, Commissioning, Vibration/Acoustic, Value Engineering, LEED Certification, IT/AV/Security Systems and Design, Move-in/Support, asbestos/hazmat assessment and abatement, Furniture Design, Fire Sprinkler and Fire Alarm design, signage, Panel reads, CASP & Accessibility/ADA compliance & other interpretation services.
- Changes to Design and Construction Documents after TLG initial review approval or to Town Permit Documents unless otherwise noted.
- Any required plan and documentation submittals to/for and coordination with regulatory agencies other than Town of Los Gatos.
- All regulatory/jurisdictional processing & permit fees, testing/inspection fees & other services.
- See included Engineer proposals for their noted exclusions.

FEES AND ALLOWANCES (SECTION A + B): CHA and Consulting Engineer fees for proposal noted services:

A) Fees (NTE) for Professional Services (per RFP and as referenced in Attachment D)

Task(s) not noted in this "Section A" are either not applicable or noted as part of "Section B" allowance:

Discipline / Firm	TASK	\$ Amount
ARCHITECTURAL Cuschieri Horton Architects (CHA)	TASK 1	4,980
	TASK 2	18,750
	TASK 3a	30,100
	TASK 3b	14,210
	TASK 6	3,750
	SUBTOTAL	71,790
CIVIL Sandis	TASK 2	14,175
	TASK 3a	8,232
	TASK 3b	5,488
	TASK 6	1,000
	SUBTOTAL	28,895
STRUCTURAL Base Design	TASK 2	510
	TASK 3a	1,700
	TASK 3b	510
	TASK 6	170
	SUBTOTAL	2,890
MEP ACIES ENGINEERING	TASK 1	1,800
	TASK 2	2,500
	TASK 3a	6,500
	TASK 3b	3,000
	TASK 6	1,800
	SUBTOTAL	15,600
TOTAL (A)		119,175



CHA 4 201832 / 06 01 18
 TLG Engineering Building Tenant Improvements
 COST PROPOSAL SUPPLEMENT - CHA Design Team

B) Fee Allowances - ("as needed" per RFP)

Task 4 & 5 allowances (not included in "Section A" fees)

Discipline / Firm	TASK	\$ Amount
ARCHITECTURAL..... Cuschieri Horton Architects (CHA)	TASK 4	*5,000
	TASK 5	<u>21,600</u>
	SUBTOTAL	26,600
CIVIL..... Sandis	TASK 4	*hourly(+)
	TASK 5	<u>3,430</u>
	SUBTOTAL	3,430+
STRUCTURAL..... Base Design	TASK 4	*hourly(+)
	TASK 5	<u>510</u>
	SUBTOTAL	510+
MEP..... ACIES Engineering	TASK 4	*hourly(+)
	TASK 5	<u>5,000</u>
	SUBTOTAL	5,000+
TOTAL (B)		35,540
Reimbursables..... (not included in Attachment D - sum to be discussed, if allowed)	ALL TASKS	---

We propose the following CHA key staff for this project (with the following 2018 billing rates):

- Project Manager - Dan Cuschieri, AIA, Architect (Hourly rate: \$170/hr.)
- Senior Designer - Ray Bollsay (Hourly rate: \$150/hr)
- Job Captain/Designer - Sanobar Girap or Other (Hourly rate: \$135/hr.)
- CAD Drafter - Other (Hourly rate: \$115/hr.)

AGREEMENT FOR SERVICES:

Above noted services will be provided in accordance with the standard AIA agreement, to be provided by CHA. If the TLG has their own agreement, please provide to CHA for review and execution. CHA will proceed with these services following distribution, review and our receipt of TLG signed approval (next page) followed by an executed Agreement between CHA and TLG, issued for these services. Services outside this proposed scope of work will be billed hourly per CHA and CHA's engineering consultant's current schedule of charges, following Owner approval of such additional work. We will provide CHA's latest Certificate of Insurance (COI) and tax paperwork (W-9) upon TLG's request.

Thank you again for this opportunity to propose our services for this project and we look forward to the opportunity for an interview as well as potentially being awarded the project to work with the TLG staff. If you have any questions or comments, please feel free to contact me directly.

Sincerely,
 Dan Cuschieri, AIA, Principal (408-375-2365 cell)
 Cuschieri Horton Architects



CHA # 201832 / 06-01-18
TLG Engineering Building Tenant Improvements
COST PROPOSAL SUPPLEMENT - CHA Design Team

By signing below, you have acknowledged acceptance of the terms, fees, and conditions of this proposal letter, and authorize Cuschieri Horton Architects to proceed with the proposed services following an executed agreement
(Please email signed/executed color copy to CHA)

Date

Signature of Town of Los Gatos Representative (s)

Full Name of Town of Los Gatos Representative(s)

CC: Tony Cuschieri (CHA), Kristi Pearce-Percy (CHA)

CHA SCHEDULE OF CHARGES (SOC)

Effective: January 01, 2018

CHA PERSONNEL/ STAFF RATES:

(Per Hour)

Project Director	\$ 190
Project Manager	\$ 170
Project Architect / Senior Designer	\$ 150
Job Captain / Designer	\$ 135
CAD Drafter	\$ 115

EXPERT WITNESS TESTIMONY: Charged at a minimum of 8 hours at \$500.00/hour.

ADDITIONAL INFORMATION: In the absence of specific arrangements to the contrary, monthly statements will be submitted for services completed in the previous month. Payments are required to be made promptly. Unpaid accounts exceeding 30 days after the original invoice, without prior approval, will be charged a 1.5% per month, late payment service charge.

Personnel Charges and Rates noted above are subject to change annually.



Revised May 23, 2018

May 22, 2018

Project No. 218290

Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue Suite 204
Campbell, California 95008
T: 408.371.8200 x115
E: dan@charch.com

**RE: LOS GATOS ENGINEERING BUILDING TI
LOS GATOS, CA**

Dear Dan,

We are pleased to submit our revised proposal to provide surveying and engineering services for the above referenced project. Our proposal is based your email and attachments of March 19, 2018 and our follow up email correspondence.

PROJECT UNDERSTANDING: Civil engineering services to support tenant improvements in one building and replacement of a separate storage building. Efficient and cost conscience design that aids in overall project cost controls as well as maximizing the budget effectiveness. Where possible, offer enhancements as an option for the client to review.

We propose to provide the following scope of services:

SURVEYING SERVICES

TOPOGRAPHIC SURVEY – TASK 2

\$6,340

- See attached Exhibit "A" for the approximate Limit of Work.
- Provide field and office work to produce a survey at a scale of 1" = 20'. This survey will show planimetric and elevation data for pavement, parking area, building corners, sidewalk, ramps, building points of ingress/egress and visible utility information within the project area. Mechanical utility location is not included in this proposal but can be provided for an additional fee.
- Spot elevations collected by ground surveys, including finish floor elevations, will be shown to an accuracy of 0.01' (one hundredth) of a foot.

ENGINEERING SERVICES

SCHEMATIC DESIGN - TASK 2

\$7,835

- Attend one (1) design meeting to discuss site/civil related issues. All other project coordination is assumed to be done via phone and email or other web-based project coordination platforms.
- Prepare civil related schematic design documents for CHA limited to:
 - Demolition plan
 - Grading and utility plan
 - Schematic cost estimate

1700 S. Winchester Boulevard | Campbell, CA 95008 | P. 408.636.0900 | www.sandis.net



Revised May 31, 2018

May 22, 2018

Dan Cuschieri

Cuschieri Horton Architects

Project No. 218290

Page 2

- Attend one (1) coordination meeting with each of the following agencies to coordinate design expectations, particulars of the design or non-standard concepts being proposed:
 - Town of Los Gatos
- Issue schematic civil plans to Cuschieri Horton in electronic format for internal review

CONSTRUCTION DOCUMENTS

TASK 3A: \$8,232

TASK 3B: \$5,488

- Attend one (1) design meeting to discuss site/civil related issues. All other project coordination is assumed to be done via phone and email.
- Prepare civil related construction documents for CHA limited to:
 - Civil cover sheet and notes
 - Topographic survey
 - Grading, drainage and Utility plan
 - Construction details
 - Technical specifications (may be sheet specifications)
 - Site work cost estimate
- Coordinate our work with the architect and other design team consultants.
- Attend one (1) coordination meeting with Town of Los Gatos to coordinate design expectations, particulars of the design or non-standard concepts being proposed.
- Issue construction document civil documents to Cuschieri Horton in electronic format, assumes that submittals will be issued in no more than two (2) submittals; 50% and 100% for permit review/approval.
- It is assumed that construction documents will be done as one (1) package or phase. Separate packages, submittals or phases will be done as additional service.

PERMIT

TASK 5: \$3,430

TASK 6: \$1,000

- Submit plans to Town of Los Gatos for permit.

ADDITIONAL SERVICES (not included in proposal, but can be provided upon request)

The additional services/design items that we think are possible for this project include project phasing, landscape enhancements, site planning (site vehicular circulation), and master planning of storm water management and pollution controls. While some of these items may be beyond the scope and budget for this project, this project affords the opportunity to discuss and conceptualize betterments for the future.



Revised May 31, 2018

May 22, 2018

Dan Cuschieri

Cuschieri Horton Architects

Project No. 218290

Page 3

SCOPE OF WORK ASSUMPTIONS

- It is assumed that the project will be designed in no more than two (2) phase.
- It is assumed that the following will be designed and detailed by other consultants unless specifically listed in the above proposal: site lighting, telecom, electric, gas, structural design of retaining walls, irrigation design, landscape, and design for subdrains or for drainage in areas below, inside or on top of any existing or proposed structures.
- We assume that our plans will be constructed in accordance with industry standards, utilizing a licensed land surveyor for construction layout and staking.
- The scope of work does not include the design of any offsite improvements, or capacity studies for utilities or street work other than what is specifically stated in the above and in the Project RFP.
- Our work will be performed using AutoCAD Version 2017, MS Office 365, and Blue Beam Revu 2016.
- The above services will be provided under the assumption that boundary corners or other suitable horizontal control has been established for this project and is available for our use.

TERMS AND CONDITIONS

- Our services will be provided in a manner consistent with the degree and skill ordinarily exercised by a member of the civil engineering and survey profession practicing in the State of California.
- All reports, plans, specifications, field data, notes and other documents (either electronic or hardcopy) prepared by our office as instruments of service shall remain the property of SANDIS.
- The client acknowledges the instruments of service of SANDIS shall become the property of the client when the documents are complete and when compensation for services is paid in full. The client is prohibited from making any alterations to the instruments of service without the written consent of SANDIS.
- Neither SANDIS nor the client shall be liable to the other for consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client, SANDIS, their employees, agents, subconsultants or vendors.
- The scope of work included in the proposal is limited to the specific scope included and specified only. Any exclusions listed are for clarity only and do not represent a complete list of exclusions to the scope. Any additional scope proposed or done other than that listed in the proposal as included shall be done as an additional service.
- Agency review and recordation fees will not be paid by SANDIS and are not included in this proposal.



Revised May 31, 2018
May 22, 2018
Dan Cuschieri
Cuschieri Horton Architects
Project No. 218290
Page 4

- This proposal is firm for thirty (30) days from the date of this letter.

Our services will be provided for the amounts listed above and will be performed under the master services agreement provided by CHA. Should a master services agreement not be provided, SANDIS will provide the provisions of the agreement for professional surveying and engineering services.

Pursuant to state law, no work can proceed on this project without written acceptance. Please return one signed copy of this proposal and one signed copy of the master services agreement to our office as our authorization to proceed.

Regards,

Approved

SANDIS

CUSCHIERI HORTON ARCHITECTS

Jeffrey M. Setera, P.E.
Vice President

By: _____

Title: _____

Date: _____

Attachments: Exhibit "A" Survey Limits
Standard Hourly Rates



Revised March, 2018

SANDIS STANDARD HOURLY CHARGE RATES

Enforced: September 1, 2017 through August 31, 2018

ENGINEERING SERVICES / QSD & QSP SERVICES

		Hourly Rate
Project Specialist/Clerical		\$90.00
Computer/Field/Engineer Technician	Level I	\$95.00
	Level II	\$105.00
	Level III	\$110.00
Sr. Engineer Technician		\$130.00
Design Engineer	Level I	\$100.00
	Level II	\$110.00
	Level III	\$115.00
Project Engineer/Traffic Engineer	Level I	\$120.00
	Level II	\$135.00
	Level III	\$150.00
Engineering Project Manager Level 1		\$175.00
Engineering Project Manager Level 2		\$200.00
Associate Principal/Senior Project Manager/Senior Traffic Engineer		\$225.00
Principal		\$350.00
Forensic Review/Analysis/Claim Support		\$250.00

SURVEYING SERVICES / HIGH DEFINITION SCANNING/ 3-D MODELING SERVICES

Computer/Surveying/Scanning Technician	Level I	\$95.00
	Level II	\$105.00
	Level III/Steel Draft Person	\$110.00
Project Surveyor/Scanning Specialist	Level I	\$120.00
	Level II	\$135.00
	Level III/Steel Draft Person	\$150.00
Steel Office Support (LSIT)		\$175.00
Survey Manager Level 1 / Steel Office Support (PLS)		\$175.00
Survey Project Manager Level 2		\$200.00
Senior Field Survey Supervisor/AISC, Steel Supervisor		\$225.00
Senior Survey Manager		\$225.00
1-Person Survey Crew		\$215.00
2-Person Survey Crew		\$295.00
2-Person Survey Crew for Structural Steel Surveys		\$295.00
2-Person Survey Crew with Apprentice		\$355.00
3-Person Survey Crew		\$370.00

REIMBURSABLE COSTS: Printing, monuments, materials, outside services and consultants, courier/delivery services, express/overnight mail, travel/per diem, agency fees advanced, etc., at cost plus 10%.

OVERTIME: All overtime charges are invoiced on the basis of one and one-half times the above rates. Double time invoiced at two times above rates.

ESCALATION: Escalation for future years shall be at a minimum of 3.5% increase per year.

Sandis at its sole discretion may utilize its subsidiaries (BSI) to perform the services presented in this proposal. Bryant Survey Inc.



Via Email:

May 23, 2018

Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 204
Campbell, CA
95008

RE: Town of Los Gatos Engineering Building Tenant Improvement
BASE Design Project No. P18174

Dear Mr. Cuschieri,

BASE Design (Structural Consultant) is pleased to submit this proposal to you (the Client) to provide structural engineering services for the Town of Los Gatos Engineering Building Tenant Improvement project in Los Gatos, CA. Our scope of services is based on your email sent May 21, 2018 and the attachments within.

I. DESCRIPTION OF THE PROJECT

The Town of Los Gatos is planning a tenant improvement of their existing engineering building located at their service yard at 41 Miles Avenue in Los Gatos, CA. The existing engineering building is a single-story concrete block wall with a wood-framed roof. Currently, one portion of it has been built out while the other portion is used as storage. The tenant improvements will involve converting the existing storage area into office space and converting the office space currently used by the engineering staff into office space used by the maintenance staff.

As part of these tenant improvements, an existing portable building located in the service yard will be demolished. In its place, a new, prefabricated steel building will be erected, and it will house general storage (items currently stored in the engineering building will be relocated here) and police evidence storage.

II. SCOPE OF SERVICES

Our structural consulting services will consist of the following.

- A. Visit the site to observe the existing engineering building and review any available as-built drawings of the existing engineering building.
- B. Prepare structural drawings as required for the tenant improvement of the engineering building.
- C. Prepare structural drawings for the foundations supporting the prefabricated steel building housing general storage and police evidence storage.
- D. Prepare structural calculations for the tenant improvement of the engineering building as required.

RE: Town of Los Gatos Engineering Building Tenant Improvement

May 23, 2018

- E. Prepare structural calculations for the foundations supporting the prefabricated steel building.
- F. Provide mark ups of structural details provided on the architectural and MEP drawings for the tenant improvements of the engineering building and for the prefabricated steel building.
- G. Assist in responding to structural plan check comments.
- H. Provide support during construction of the work as required, including one site visit.

III. FEES

- A. We propose to provide the scope of services described above at the hourly rates listed below, not to exceed **\$3,400 (Three Thousand Four Hundred Dollars)**.

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$140
Staff Engineer	\$110
Drafter/BIM Modeler	\$60

- A. BASE Design invoices will be as set forth below:

Data Collection and Review	15%	\$510
70% Construction Documents	50%	\$1,700
100% Construction Documents	15%	\$510
Construction Administration	15%	\$510
Record Drawings and Project Close Out	5%	\$170

- B. Payment
 - 1. BASE Design will bill on a monthly basis for services rendered.
 - 2. Payments will be due from the Client to BASE Design within 30 days of the invoice date.

IV. CLIENT RESPONSIBILITY

The Client will:

- A. Provide BASE Design with structural drawings and calculations for the prefabricated steel structure.
- B. Provide BASE Design with cutsheets for new equipment and non-structural components (such as racks, partitions, etc.) requiring seismic anchorage.
- C. Provide BASE Design with available as-built drawings for the existing engineering department building.
- D. Provide BASE Design with architectural and MEP drawings for the project.

RE: Town of Los Gatos Engineering Building Tenant Improvement

May 23, 2018

- E. Provide access to the Project. Any site visits will be coordinated with you and/or the property owner.

It is understood that BASE Design has the right to rely on the accuracy and completeness of data and information furnished to BASE Design.

V. ASSUMPTIONS AND LIMITATIONS

- A. The temporary excavation systems and any other temporary system required for construction, including but not limited to shoring and underpinning, are not included in BASE Design's scope of services.
- B. It is assumed that a geotechnical report will not be provided for this project. The new foundations will be designed using allowable bearing pressures provided in the 2016 California Building Code.
- C. Testing and special inspections required during the construction of the project are not included in BASE Design's scope of services. It is assumed that a third-party testing and inspection agency will be retained by the owner.
- D. It is assumed that the tenant improvements of the existing engineering building will not trigger a seismic upgrade of this building. Local strengthening to support new loads imposed on the existing structure by the tenant improvement modifications will be included in our design.

VI. TERMS AND CONDITIONS

The following Standard Terms and Conditions apply:

- A. The services provided by BASE Design will be in accordance with the standards of professional skill and care ordinarily exercised by other design firms performing the same services, in the same locale, acting under similar circumstances and conditions ("Standard of Care"). Notwithstanding anything in this Agreement to the contrary and subject to below paragraphs, BASE Design shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by BASE Design. If BASE Design is considered to be liable jointly with any third parties, the portion of damages payable by BASE Design shall be limited to the portion of liability which is attributable to BASE Design's breach of the Standard of Care on a comparative fault basis. Client acknowledges that BASE Design's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including any contractor, subcontractor, vendor, or material supplier, against either the Client or BASE Design.
- B. BASE Design shall not be responsible for and shall not have control or charge of construction methods, means, sequences, techniques, or procedures, for safety precautions in connection with work or activities at the project (job) site, for the acts or omissions of any contractor, subcontractors or any other

RE: Town of Los Gatos Engineering Building Tenant Improvement

May 23, 2018

persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings or other documents prepared by BASE Design.

- C. BASE Design shall have no responsibility for the presence, discovery, handling, removal or disposal of or exposure of persons to hazardous materials in any form in connection with the Project or related to "Scope of Services".
- D. It is expressly understood and agreed that, to the fullest extent permitted by law and not withstanding any other provision of this Agreement, the aggregate total of BASE Design's liability (and the liability of its owners, directors, officers and employees, if any such liability otherwise exists) arising from any and all claims, suits, demands, damages, losses, judgments, payments, awards, and expenses relating to the Project, Services and/or this Agreement shall be limited to and in no event exceed three times the fee actually received by BASE Design for Services rendered on the project.
- E. Site visits for any purpose or the observation by BASE Design of any contractor's work are included in BASE Design's Scope of Services as described in the proposal unless specifically directed by the client not to be included. It is clearly understood and agreed that the purpose of such observations is to become generally familiar with the progress and quality of the construction work designed by BASE Design or described in the drawings, specifications or other documents specifically identified in the Proposal. BASE Design shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work.

Thank you for considering BASE Design to be your Structural Consultant and for giving us the opportunity to submit this proposal. We look forward to working on this project with you. If the above is acceptable to you, please sign and return this agreement.

Very truly yours,

BASE Design:



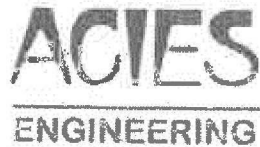
Katy Briggs, SE 5732
Principal

ACCEPTED BY:

Dan Cuschieri
Cuschieri Horton Architects

BY:

DATE:



AUTHORIZATION FOR ENGINEERING SERVICES

CLIENT: Cuschieri Horton Architects **DATE:** 05-23-2018
 1475 S. Bascom Ave., Suite 204
 Campbell, CA 95008
 Tel: (408) 371-8200 x115

AUTHORIZED REPRESENTATIVE: Dan Cuschieri *dcuschieri@charch.com*

PROJECT: Los Gatos Engineering TI
 41 Miles Avenue
 Los Gatos, CA 95030

PROJECT NUMBER: 180541

DESCRIPTION OF SERVICES:

Mechanical, Electrical and Plumbing Engineering and Design assistance as it relates to the tenant improvements of the Town's Engineering Building and replacement of a small portable building that currently houses field crew and Police Evidence storage, both located at the Town's service yard in Los Gatos, CA. Currently the building is separated into two areas – one area contains the existing engineering department office cubicles, one unisex bathroom, plan/file storage area, conference room and entry counter. The second area contains an equipment storage area. The scope of work for the tenant improvement is to include relocating the existing engineering area to a new office area in the converted equipment/material storage location and changing the existing engineering area into an office for Town maintenance staff. At the location of the old portable building, the Town will place a new basic steel storage building. This building will be sectioned off into two areas. One area will be for general storage and the second area will be for police evidence storage that meets Police Department evidence storage specification.

Engineering Building TI:

- Staff Cubicles (size and layouts based on manufacturer specific dimensions)
- Hard wall offices and conference rooms
- Plan room, plotting, and document storage
- Reception
- Traffic signal control room
- Restroom facilities
- Privacy room
- Kitchenette
- Custodial storage
- Noise absorption materials
- HVAC and Plumbing upgrades to support TI work
- Interior finishes including t-bar ceiling, lighting, wall, and flooring
- Electrical distribution from the existing 225amp service (if needed service upgrade for the building is included)
- IT distribution (substructures only, no low voltage system design is included)
- Replacement of existing roll up doors with glazing system

**ENGINEERING
SERVICE FEE:**

<i>Phase</i>	<i>Fee</i>
Task 1: Design Project Management and Coordination	\$1,800
Task 2: Data Collection and Review (35%)	\$2,500
Task 3A: 70% Construction Documents	\$6,500
Task 3B: 100% Construction Documents	\$3,000
Task 4: Construction Management and Other Services (as needed)	Hourly
Task 5: Construction Administration (as needed)	\$5,000
Task 6: Record Drawings and Project Close-Out	\$1,800
TOTAL (Not-To-Exceed)	\$20,600

**SCOPE OF
ADDITIONAL
SERVICES:**

Work performed beyond basic scope and involving rework or redesign beyond date of project submission for permit will be considered additional service. This includes but is not limited to changes to permit set prior to bid.

Additional services will not be performed unless requested by the Architect or Owner. Fees will be based upon billing rates in effect at the time services are performed.

Items considered Additional Services include:

- Contractor re-engineering
- Electrical service upgrade except for engineering building
- Design coordination meetings
- Electrical Short Circuit Current study
- Arc Flash Evaluation study
- Time-Current Coordination study performed using SKM software
- Acoustical engineering
- Structural engineering
- Kitchen design and food equipment selection
- All work associated with hazardous materials handling and abatement
- Management
- Revisions to Construction Documents: Preparation of revised Construction Documents due to revisions either generated by an architectural design change or unforeseen conditions, which could not have been reasonably discovered during the field survey or the preparation of Construction Documents.
- Energy Simulations: Computerized energy usage simulations required for energy compliance by performance approach, in evaluating cost of operating systems, or in the selection and comparison of two or more systems types.
- Evaluating Substitutions: Providing services in connection with

evaluating substitutions proposed by the Contractor(s) and making subsequent revisions to drawings, specifications and other documentation resulting there from.

- **Construction Change Orders:** Preparing and reviewing Change Orders for the Owner's approval and execution in accordance with the Contract Documents.
- **Attend Hearings:** At Owner's request, ACIES Engineering shall attend such federal, state, district and local hearings and meetings as necessary to assist Owner to obtain required permits, licenses and approvals.
- **Field Evaluation Services:** Prior to the commencement of design efforts, ACIES Engineering may be required to provide an evaluation of the potential Project site. Such evaluation shall identify base building systems that may affect the future design potential of the site. Items of review would typically include, but not be limited to, heating, ventilating, and air conditioning systems, electrical service, plumbing and waste systems, fire sprinkler mains, base building equipment and mains and any other existing conditions which would require relocation to accommodate the architectural design. ACIES Engineering will provide CAD documentation on block out floor plan of existing conditions and clearances, including photo references of existing conditions and areas of concern, bound and identified to match the field survey block out. ACIES Engineering will summarize findings and provide recommendations as to future potential of the space and all areas of concern that should be addressed prior to accepting location in a report, which shall be complete such that any engineer providing design services will require no additional site information.
- **Expert Witness:** Preparing to serve or serving as an expert witness in connection with any arbitration proceeding or legal proceeding, unless ACIES Engineering is legally required to attend such arbitration proceeding or legal proceeding.
- **Life safety system design services.** Design of smoke evacuation systems, interlock with Landlord's system if applicable.
- **Demolition Drawings.** No drawings will be provided for use in demolishing existing systems within or outside of the tenant space
- **Redesign due to lack of information in the survey report or incorrect information in the survey report regardless of when the report is received.**
- **Issuing more than one set of drawings for permit, other than responses to building department comments.**

REIMBURSABLE EXPENSES shall refer to those out-of-pocket costs, expenses, fees, or charges which ACIES incurs on the CLIENT's behalf. "Reimbursable Expenses" include but are not limited to:

- Production of drawings, calculations, etc.
- Travel expenses
- Shipping and postage
- All fees paid to local agencies or government offices on behalf of the CLIENT or the project.

Prevailing in-house reimbursable expense rates are as follows:

Item	Price
Reimbursement - Bond 11 x 17	\$0.75
Reimbursement - Bond 17 x 22	\$1.00
Reimbursement - Bond 18 x 24	\$1.00
Reimbursement - Bond 22 x 34	\$1.50
Reimbursement - Bond 24 x 22	\$1.00
Reimbursement - Bond 30 x 42	\$2.75
Reimbursement - Bond 36 x 24	\$2.50
Reimbursement - Bond 36 x 48	\$4.00
Reimbursement - Vellums	\$10.00
Reimbursement - Mileage	\$0.55/mile
Reimbursement - Acies Messenger	\$25.00
Reimbursement - Drawings Delivery	Varies
Reimbursement - Copies	\$0.10/sheet

PREVAILING HOURLY BILLING RATES:

Principal	\$230.00/hr
Associate	\$190.00/hr
Project Director	\$175.00/hr
Project Manager	\$150.00/hr
Project Engineer	\$130.00/hr
Designer	\$115.00/hr
REVIT / CAD Operator	\$120.00/hr
Administrator	\$85.00/hr

BILLING: ACIES shall submit invoices on a monthly basis, on or about the 25th of each month, for services performed to date based on the percent completed of the services indicated in this Agreement. A final invoice shall be issued when ACIES has completed the services under this Agreement. The net invoice amount shall be due and payable within thirty (30) calendar days of the invoice date. Past due accounts will be subject to a late payment charge of 18% APR compounded daily. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by CLIENT. No deductions shall be made from ACIES' compensation because of penalty, liquidated damages, or other sums withheld from payments to contractors.

LATE PAYMENTS: If undisputed invoiced amounts are unpaid after eighty (80) calendar days of the date of invoice, ACIES may at any time, without waiving any other claim against CLIENT and without thereby incurring any liability to CLIENT, suspend or terminate this Agreement, as provided in the "Dispute Resolution," "Project Suspension," "Attorneys' Fees" and "Termination" sections of this Agreement. If suspended, services shall remain suspended until all outstanding invoices have been paid in full by CLIENT.

DISPUTED AMOUNTS: If the CLIENT objects to any portion of an invoice, CLIENT shall notify ACIES of the dispute in writing, including the reason for the dispute, within fourteen (14) calendar days of the invoice date, and pay when due that portion of the invoice, if any, which is not in dispute.

PERFORMANCE OF SERVICES: ACIES hereby agrees to provide such services as are described in this Agreement in accordance with generally accepted Professional practices and standards for the locality in which the services are provided and for the intended use of the project at the time such services are performed. ACIES makes no other warranty, either expressed or implied.

CLIENT RESPONSIBILITIES: CLIENT shall provide complete, accurate, and timely information regarding its requirements for the project and shall designate by name a "Project Representative" authorized to act on its behalf. CLIENT shall examine documents or other instruments of service submitted by ACIES in a timely fashion and shall render any decisions necessary promptly in order to avoid unreasonable delay.

GOOD FAITH: In all matters pertaining to this Agreement, the parties shall deal with each other in fairness and good faith.

LIABILITY: ACIES has errors and omissions insurance coverage of \$1,000,000. ACIES shall only be responsible for the cost of change orders due to their negligent acts, errors, or omissions where the services performed are not in accordance with generally accepted professional practices and if they are not discovered in a timely manner during construction. Any value received by Owner for such change orders shall be deducted from any liability costs to ACIES and ACIES shall be given the opportunity to negotiate with the job contractors and/or other contractors of ACIES choice on any items that will result in liability cost to ACIES prior to the work proceeding. ACIES shall not be responsible for any costs that result from concealed conditions or any other conditions that are beyond their control or that they would not reasonably be expected to have considered as part of a normal design process. Any charges assessed to ACIES shall be reduced by the difference between fixed fee and the actual amount previously paid to ACIES. The total liability shall be limited to the amount of fee actually paid.

INDEMNIFICATION: CLIENT shall, to the fullest extent permitted by law, indemnify and hold harmless ACIES, its officers, directors, employees, agents, and consultants from all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this Agreement, excepting only those damages, liabilities or costs attributed to the sole negligence or willful misconduct of ACIES.

CERTIFICATIONS, GUARANTEES, AND WARRANTIES: ACIES shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose existence ACIES cannot ascertain.

HAZARDOUS MATERIALS: ACIES shall have no responsibility for the discovery, presence, handling, removal and disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

DISPUTE RESOLUTION: All claims, disputes and other matters in question between the parties to this Agreement, arising out of, or relating to, the Agreement or the breach thereof, shall be submitted to mediation under the auspices of a mutually agreed upon mediation service, experienced in the resolution of construction disputes, prior to initiation of any lawsuit or other litigation unless the parties mutually agree otherwise. The cost of said mediation shall be split equally between the parties. This agreement to mediate and any agreement to mediate with any additional person or persons duly consented to be the parties to this Agreement shall be specifically enforceable under the prevailing law of the jurisdiction in which this Agreement was signed.

ATTORNEYS' FEES: In any action to enforce this Agreement or arising from or related to this Agreement, except for mediation as provided elsewhere in this Section, the prevailing party shall be entitled to reasonable attorney's fees and costs.

PROJECT SUSPENSION: If the project is suspended for more than thirty (30) calendar days or abandoned in whole or in part, CLIENT shall pay ACIES for all services rendered to the date of project suspension, as well as all reimbursable expenses, including but not limited to reimbursable termination expenses resulting from such suspension or abandonment. If the project is resumed after being suspended, ACIES' compensation shall be subject to renegotiation.

TERMINATION: This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of the other party to perform in accordance with the terms of this Agreement. In the event of termination, CLIENT shall pay ACIES for all services rendered to the date of termination, as well as all reimbursable expenses, including but not limited to reimbursable termination expenses.

OWNERSHIP OF DOCUMENTS: Drawings, specifications, and any other instruments of service provided by ACIES shall remain the property of ACIES and shall not be used by CLIENT on any other project or for completion of this project by others without ACIES' prior written authorization.

ACCESS TO SITE: Unless otherwise stated, ACIES will have access to the site for any and all activities necessary for the performance of the services. ACIES will take precautions to minimize damage due to these activities; however, CLIENT hereby agrees that ACIES shall not be liable for any resulting damage nor for the cost of restoration of any resulting damage.

ENTIRE AGREEMENT: This Agreement constitutes the entire and only Agreement between the parties and all other prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by a written document signed by both parties.

HEADINGS and captions are for reference only.

SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the heirs and successors of each of the parties. Neither CLIENT nor ACIES shall assign or transfer its interests in this Agreement without the prior written consent of the other.

WAIVER: Failure of a party to enforce a right under this Agreement will not act as a waiver of that right or the ability to later assert that right relative to the particular situation involved.

SEVERABILITY: In the event any provisions of this Agreement shall be held to be valid or unenforceable, all remaining provisions shall be valid and binding upon the parties.

CONSTRUCTION AND VENUE: This Agreement will be construed and enforced in accordance with the laws of the United States of America and of the state of California. Any action arising out of or related to this Agreement shall be brought in state or federal court, as appropriate, in Santa Clara County, California.

UNCONTROLLED CONDITIONS: Neither party shall hold the other responsible for damages or delay in performance caused by natural disasters, strikes, lockouts, accidents or other events or conditions beyond the other party's control.

EXECUTION: *In witness whereof, the parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated, the day and year first above written.*

SUBMITTED BY:
ACIES ENGINEERING



TOMISLAV GAJIC, PE
PRINCIPAL
DATE: MAY 23, 2018

APPROVED BY:

PRINT:
DATE:

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES is dated for identification this 2nd day of March 2021 and amends that certain AGREEMENT FOR CONSULTANT SERVICES dated October 3, 2018, made by and between the **TOWN OF LOS GATOS**, ("Town,") and **Cuschieri Horton Architects** ("Consultant").

RECITALS

- A. Town and Consultant entered into an Agreement for Consultant Services on October 3, 2018 ("Agreement"), a copy of which is attached hereto and incorporated by reference as Attachment 1 to this Amendment.
- B. Town desires to amend the Agreement to add to the scope of services and provide additional compensation for Design Services and Fire Water Underground Design Services to support tenant improvements (TI) at the Town's Engineering Building.

AMENDMENT

1. Section 2.1 Scope of Services is amended to read:

Consultant shall provide services as described in that certain Cost Proposal sent to the Town on October 10, 2020, which is hereby incorporated by referenced and attached as Exhibit B.

2. Section 2.6 Compensation is amended to read:

Additional compensation for Consultant's professional services shall be \$16,350, for a total agreement not to exceed \$165,350.

3. All other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Town and Consultant have executed this Amendment.

Town of Los Gatos by:

Consultant by:

DocuSigned by:
Laurel Prevetti 3/11/2021
859FEEA2ED39470...
Laurel Prevetti
Town Manager

DocuSigned by:
Dan Cuschieri 3/10/2021
A90D10B2B193487...
Dan Cuschieri, AIA, Principal Architect
Name/Title

Recommended by:

DocuSigned by:
Matt Morley 3/10/2021
BBA0B3B0D8F4484...
Matt Morley
Director of Parks and Public Works

Approved as to Form:

DocuSigned by:
Robert W. Schultz 3/11/2021
2FE0938556B744C...
Robert Schultz, Town Attorney

Attest:

DocuSigned by:
Shelley Neis 3/11/2021
B0666F66B4F34F6...
Shelley Neis, MMC, CPMC, Town Clerk



10 October 2020
CHA Add Service 1 - Proposal

10 October 2020
CHA# 1826.01

Matt Morley
Director
Parks and Public Works Department
Town of Los Gatos
41 Miles Avenue, Los Gatos, CA 95030

Project / Location:
TLG – Engineering Building TI & Storage Building
41 Miles Avenue, Los Gatos, CA 95030

RE: Additional Services #1 Fee Proposal for Additional Design Services for Fire Water Underground Design Submittal to Connect to the Proposed Storage Building.

Dear Matt,

Please find enclosed Cuschieri Horton Architects (CHA) request for approval of additional Architectural and Engineering services for the above noted project. This proposal represents an additional scope of work for Fire Water underground work connection to the proposed Storage Building, which was not covered within our original project proposal #201832, dated 06/01/18, nor any prior additional design service proposals, and a result of the Santa Clara County Fire Department Review comments and requirements.

SCOPE OF WORK:

This added scope of work includes:

- Provide plans for a new fire water connection to the proposed Storage Building.
- Provide supplemental topographic survey of the area showing existing water features (hydrants and valves), locations of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers, underground utility lines such as gas, water, electric, and any onsite utilities.
- Address 2nd review comments relating to the fire water connection to the proposed Storage Building (Civil comments only).

This will require modifications and additional drawings to be issued for the Town of Los Gatos Building Dept for review and approval.

Therefore, this fully executed agreement will constitute approval for A/E services expended as noted above, as well as incorporation into the overall permitted project set during CA phase of work.

ASSUMPTIONS:

- AOR efforts in the coordination and preparation of the Fire Water underground drawing revisions for the proposed Storage Building to be submitted to the Town of Los Gatos Building Department review and approval.
- Change in Scope, increase in Schedule, &/or any unforeseen conditions may result in add services.
- All prior assumptions and scope noted within original and prior approved proposal(s) remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Assumptions.

EXCLUSIONS (can be provided as an additional service & billed at current SOC, if needed):

- Preparation of documentation beyond those described above and within this proposal.



10 October 2020
CHA Add Service 1 - Proposal

- Additional revisions during CA period.
- All prior exclusions and scope noted within original approved proposal remain applicable for this additional service proposal unless otherwise updated or noted above.
- See attached Consulting Engineer's proposal for their respective Exclusions.

PROFESSIONAL FEES:

Town of Los Gatos Engineering Building TI and Storage Building Additional Services #1		Fees
<u>Fire Alarm/Fire Sprinkler/Fire Water Underground Submittal</u>		
CHA – Cuschieri Horton Architects	Architectural Design Services	\$ 8,500
Sandis	Fire Water Underground Design Services	<u>\$ 7,850</u>
	(Add Services):	\$16,350

We propose the following CHA Staff and SOC rates for this project:

Project Manager– Dan Cuschieri, Architect, (Hourly rate: \$170/hr.)

Senior Designer – Ray Bolisay (Hourly rate: \$150/hr.)

Job Captain – Sanobar Girap (Hourly rate: \$135/hr.)

CAD drafter (Hourly rate: \$115/hr.)

Reimbursable Charges: Computed at cost + 10%.

AGREEMENT FOR SERVICES:

Above noted services will be provided in accordance with the standard AIA agreement, to be provided by CHA. If the TLG has their own agreement, please provide to CHA for review and execution. CHA will proceed with these services following distribution, review and our receipt of TLG signed approval followed by an executed Agreement between CHA and TLG, issued for these services. Services outside this proposed scope of work will be billed hourly per CHA and CHA's engineering consultant's current schedule of charges, following Owner approval of such additional work.

Thank you for your consideration and approval of this additional work. Please call with any questions.

Sincerely

Dan Cuschieri, AIA, Principal

By signing below, you have acknowledged acceptance of the terms, fees, & conditions of this proposal letter, and authorize Cuschieri Horton Architects to proceed with the proposed services, included with any amendment to the fully executed prime agreement.
(Please email signed/executed color copy to CHA)

Signature of Owner representative (s)

Date

Full Name of Owner representative(s)

Cc: Tony Cuschieri (CHA), Kristi Pearce-Percy (CHA), Jeannette Keplinger (CHA)

**SANDIS**CIVIL ENGINEERS
SURVEYORS
PLANNERSAugust 12, 2020
Project No. 218290Dan Cuschieri
Cuschieri Horton Architects
1475 S. Bascom Avenue, Suite 204
Campbell, CA 95008
T: 408.371.8200
E: dan@charch.com**RE: LOS GATOS ENGINEERING BUILDING TI
ASR #1 – SURVEYING & ENGINEERING SERVICES
LOS GATOS, CA**

Dear Dan,

This letter is our amendment to the original proposal dated May 23, 2018, for the above referenced project. The following scope of work is included in this amendment:

SUPPLEMENTAL TOPOGRAPHIC SURVEY**\$3,600**

- Perform a supplemental topographic survey of the area per the attached Exhibit A.
- Provide field and office work to produce a supplemental topographic survey at a scale of 1" = 20'. This survey will show the location of the underground utility locating paint marks. The location of utility vaults, manholes, catch basins and invert information of storm and sanitary sewers will be shown based upon a field survey. The location of underground utility lines such as gas, water, electric, and any onsite utilities will be shown based upon available agency records and mechanical detection of existing utilities.
- Existing water features (hydrants and valves) in the area of the proposed POC will also be documented.
- Mechanical locating services will be provided for detectable utilities using standard locating methods as listed in the California Government Code section 4216 through 4216.9. Depths and sizes of conduits will not be provided unless specifically requested in advance. Empty conduits, irrigation lines, hose bibs and abandoned utilities will also not be located unless specifically requested in advance. A reasonable effort will be made to locate existing subsurface utilities but individual field conditions will dictate the thoroughness of our survey. Only actual excavation will reveal the locations of such utilities.
- We reserve the right to utilize aerial survey techniques if deemed appropriate for scope and site features. Aerial survey will be supplemented with conventional survey for utility information and survey under trees or areas not visible from above. Aerial spot elevations for aerial survey will be shown to an accuracy of ± 0.1 (one tenth) of a foot.

ENGINEERING SERVICES**\$4,250**

- Provide a utility plan for a new fire water connection to the proposed structure.
- Submit to San Jose Water for review and approval.
- Coordinate with the subconsultants.
- Respond to two (2) rounds of review comments.



August 12, 2020
Project No. 218290
Dan Cuschieri
Cuschieri Horton Architects
Page 2

These services will be provided for the amounts listed above and will be performed under the terms and conditions of our original contract.

Please return one signed copy of this letter to our Campbell office as your authorization to proceed.

Regards

Approved

SANDIS

CUSCHIERI HORTON ARCHITECTS

Stephen Yazalina
Project Manager

By: _____

Title: _____

Chad Browning, PE, LEED AP, QSD/P
Associate Principal

Date: _____

Attachments: Exhibit A

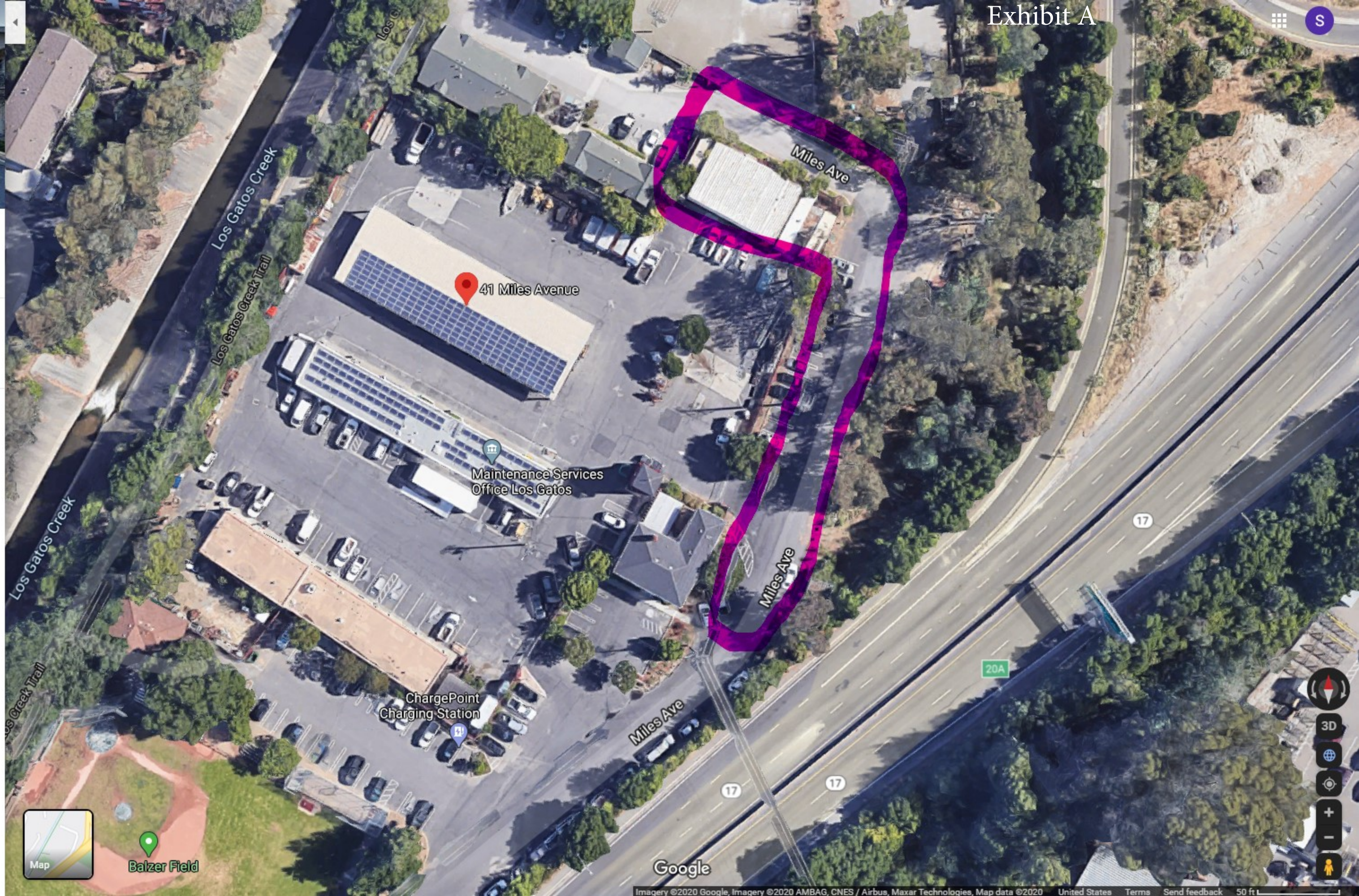


41 Miles Ave
Los Gatos, CA 95030
Building

- Directions
- Save
- Nearby
- Send to your phone
- Share

- Suggest an edit on 41 Miles Ave
- Add a missing place
- Add your business
- Add a label

Photos



Balzer Field

Google