

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

**ADDENDUM TO HUMAN RESOURCES DOCKET
MANAGEMENT/ACADEMIC**

August 22, 2011

MANAGEMENT

Extensions of Interim Assignments

Pham, My Le
Interim Associate Director
Early Head Start
Child Development Services
District
Effective: July 1, 2011
Salary Placement: O-1 \$4,470/Month
(No Change)

Van, Connie
Interim Associate Director
Early Head Start
Child Development Services
District
Effective: July 1, 2011
Salary Placement: O-1 \$4,470/Month
(No Change)

FACULTY

Interim Assignments

Guerra, Maria
Acting Master Teacher
SAC East Child Development Center
Child Development Services
District Office
Effective: August 24, 2011
Salary Placement: MT/BA-1 \$37,132/Year

Nichols, Teresa
Acting Master Teacher
SAC East Child Development Center
Child Development Services
District Office
Effective: August 17, 2011
Salary Placement: MT/AA-1 \$35,364/Year

Santamaria, Sandra
Acting Master Teacher
Early Head Start
Child Development Services
District Office
Effective: August 8, 2011
Salary Placement: MT/AA-1 \$35,364/Year

Extension of Interim Assignment

Waugh, Susan
Master Teacher
OEC Child Development Center
Child Development Services
District
Effective: July 1 – August 23, 2011
Salary Placement: MT/BA-1 \$37,132/Year
(No Change)

FACULTY (CONT'D)

Final Salary Placements

Bailey, Denise
Assistant Professor, Chemistry
Math and Sciences Division
Santiago Canyon College
Effective: August 15, 2011
Tentative Final Placement: VII-8 \$81,080/Year

Cannon, Chris
Assistant Professor, Theatre Arts
Fine and Performing Arts Division
Santa Ana College
Effective: August 15, 2011
Final Placement: VI-8 \$78,404/Year

Castillo, Ricardo
Assistant Professor, Psychology
Humanities and Social Sciences Division
Santa Ana College
Effective: August 15, 2011
Final Placement: II-8 \$68,114/Year

Janus, Louise
Assistant Professor/Learning
Disabilities Specialist
Disabled Students Programs and Services
Special Services Division
Santa Ana College
Effective: August 15, 2011
Final Placement: III-9 \$73,101/Year

Lui, Anson
Assistant Professor, Biology
Math and Sciences Division
Santiago Canyon College
Effective: August 15, 2011
Final Placement: II-11 \$75,335/Year

Marquez, Phillip
Assistant Professor, Art
Fine and Performing Arts Division
Santa Ana College
Effective: August 15, 2011
Final Placement: III-11 \$77,900/Year

McKowan-Bourguignon, Lisa
Assistant Professor, Math
Science and Math Division
Santa Ana College
Effective: August 15, 2011
Final Placement: II-10 \$72,931/Year

Miller, Robert
Assistant Professor, Art
Library, Arts, Humanities and
Social Sciences Division
Santiago Canyon College
Effective: August 15, 2011
Final Placement: III-11 \$77,900/Year

FACULTY (CONT'D)

Final Salary Placements (cont'd)

Morris, A. Kimo
Assistant Professor, Biology
Science and Math Division
Santa Ana College
Effective: August 15, 2011
Final Placement: VII-11 \$88,296/Year

Robinson, Kristen
Assistant Professor, Paralegal
Business Division
Santa Ana College
Effective: August 15, 2011
Final Placement: VII-7 \$78,676/Year

Russo, Stacy
Librarian
Library Services
Academic Affairs
Santa Ana College
Effective: August 15, 2011
Final Placement: IV-11 \$80,476/Year

Shweiri, Gabriel
Assistant Professor, Marketing/
Management/International Business
Business Division
Santa Ana College
Effective: August 15, 2011
Tentative Final Placement: IV-8 \$73,256/Year

Sos, Brian
Assistant Professor, Adaptive Physical
Education
Disabled Students Programs and Services
Special Services Division
Santa Ana College
Effective: August 15, 2011
Final Placement: VII-11 \$88,296/Year

Sosta, Rachel
Assistant Professor, English
Humanities and Social Sciences Division
Santa Ana College
Effective: August 15, 2011
Final Placement: II-9 \$70,523/Year

Sweeney, George
Assistant Professor, Math
Science and Math Division
Santa Ana College
Effective: August 15, 2011
Final Placement: VI-8 \$78,404/Year

Vu, Binh
Assistant Professor, Music
Library, Arts, Humanities and
Social Sciences Division
Santiago Canyon College
Effective: August 15, 2011
Final Placement: VII-11 \$88,296/Year

HUMAN RESOURCES MANAGEMENT/ACADEMIC DOCKET
Addendum to August 22, 2011

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FACULTY (CONT'D)

Final Salary Placements (cont'd)

Wada, Jeffrey
Assistant Professor, Chemistry
Math and Sciences Division
Santiago Canyon College

Effective: August 15, 2011
Final Placement: V-11 \$83,046/Year

Stipends

Quimzon, Eden
Associate Professor, ESL
OEC Continuing Education Division
Santiago Canyon College

Effective: August 15, 2011
Amount: \$1,000.00
Reason: BSI Department Program Facilitator
(Grant)

Rutan, Craig
Associate Professor, Astronomy/Physics
Math and Sciences Division
Santiago Canyon College

Effective: June 8, 2011
Amount: \$400.00
Reason: Staff Development
(Grant)

Non-paid Intern Service

Mejia, Griselle
Business Intern
Educational Services
District Office

Effective: August 23, 2011 – June 30, 2012
College Affiliation: CSU, Fullerton
Discipline: Business

MISCELLANEOUS POSITIONS

Cruz, Ana Effective: 08/17/11 – 06/30/12
Child Dev. Intern III/ Child Dev. Services/
SAC

Dively, Emory Effective: 08/18/11 – 06/30/12
Sign Language Interpreter VII/ DSPS/ SAC/
SCC

Dively, Maria Effective: 08/24/11 – 06/30/12
Sign Language Interpreter II/ DSPS/ SAC/
SCC

Fero, Robert Effective: 08/22/11 – 06/30/12
Sign Language Interpreter I/ DSPS/ SAC/ SCC

Hagelbarger, Theresa Effective: 08/23/11
Community Services Presenter

Rhoads, Jason Effective: 08/25/11 – 06/30/12
Sign Language Interpreter II/ DSPS/ SAC/SCC

Richards, Carrie Effective: 08/25/11 – 06/30/12
Sign Language Interpreter I/ DSPS/ SAC/SCC

Salcedo de Lopez, Ana Effective: 08/17/11 – 06/30/12
Child Dev. Intern II/ Child Dev. Services/ SAC

Sandoval, Melinda Effective: 08/24/11 – 06/30/12
Child Dev. Intern I/ Child Dev. Services/ SCC

VOLUNTEER

Nguyen, Khoa Effective: 08/23/11 – 06/30/12
Student/ School of Continuing Education/SAC

Perez, Aida Effective: 08/23/11 – 06/30/12
Non Student/ Counseling/ SAC

COMMUNITY SERVICE PRESENTERS

Stipends Effective July 11 – August 10, 2011

Ansari Foroughi, Francine Amount: \$ 574.90



STRUCTURAL MECHANICAL ELECTRICAL CIVIL ENGINEERING AND CONSTRUCTION SERVICES

Anaheim
Phoenix

Austin
San Antonio

Bellevue
San Diego

Dallas
San Francisco

Inland Empire
Thousand Oaks

Pasadena
Walnut Creek

May 20, 2011

Mr. Jim Rogers
Vice President/Project Executive
Seville Construction Services, Inc.
Rancho Santiago Community College District
Construction Management Team
c/o Santiago Canyon College
8045 East Chapman Ave.
Orange, CA 92869

Project: Rancho Santiago Community College District - Santiago Canyon College: **Aquatics Center**

Subject: Mechanical, Electrical, and Plumbing Peer Review Related Engineering Services Fee Proposal / TMAD TAYLOR & GAINES (TTG) #P110750.00

Dear Jim:

TMAD TAYLOR & GAINES (TTG) is pleased to provide our proposal to conduct heating, ventilation, and air conditioning (HVAC) and electrical engineering design peer review of the Aquatics Center drawings. The intent of our review is to evaluate the current HVAC and electrical systems to verify that they will meet the college's desired system results. This proposal assumes that:

- The drawings and specifications provided dated January 25, 2011 (Humanities) are complete and meet the Basis of Design (BOD) and the Owner Program Requirements (OPR),
- Drawings and design have already been approved by the Department Of State Architect (DSA), and
- This review will be limited to the project boundaries which are assumed to be within 5 feet of the building perimeter.

BASIC PEER REVIEW SERVICES SCOPE OF WORK

We have estimated our efforts based on the following two options, which we would like to offer to your office to choose from:

Option A: TTG will prepare all calculations should the Engineer of Record of this project not provide us with all design calculations for peer review.

Or

Option B: TTG is provided with all design calculations for peer review by the Engineer of Record of this building.

BASIC PEER REVIEW SERVICES SCOPE OF WORK (continued...)

Peer Review Task	Option A Man-hours including Calculations	Option B Man-hours without Calculations
A. Mechanical and Plumbing System Review		
1. Review Basis of Design (BOD)/Owner Program Requirements (OPR)	10	10
2. Review Specifications	24	26
3. Review that Systems are in Compliance with All Local Code Requirements. Review Title 24 Compliance	48	26
4. Review Load Calculations	48	16
5. Review Mechanical Equipment Sizing, including Heating Hot Water and Gas	19	10
6. Review Domestic Hot Water and Cold Water	29	10
7. Review Fire Smoke Damper Locations	5	5
8. Review Drawing Package for Constructability	36	39
9. Identify Additional Opportunities for Energy Savings	14	10
10. Summary Report Noting any Design Deficiencies, Variations from Industry Standards/Best Practices and Recommendations to Resolve any such Items	19	21
B. Electrical System Review		
1. Review Basis of Design (BOD)/Owner Program Requirements (OPR)	10	10
2. Review Specifications	14	16
3. Review that Systems are in Compliance with All Local Code Requirements	19	21
4. Review Single-Line Diagrams and Panel Schedule to Determine Correct Loads and Switchgear Selection	48	21
5. Review of Fire Alarm System	19	10
6. Generate a Photometric Plan based on the Current Reflected Ceiling Plans to Verify Proper Light Levels	29	21
7. Summary Report Noting any Design Deficiencies, Variations from Industry Standards/Best Practices and Recommendations to Resolve any such Items	14	16
C. Energy Modeling		
1. Aquatics Pro Run Modeling to Include Envelope, Mechanical, and Lighting (excludes Pool Modeling)	48	16
Total	453	304

EXCLUSIONS

The following has been excluded from our services:

1. Review of site utility plan (project boundaries are assumed to be 5 feet from building exterior).
2. Review of smoke control system (identify as deferred approval item on drawings).
3. Sanitary waste and ventilation systems.
4. Storm drain systems.
5. Review of fire protection.
6. Cost of engineering related to any recommendation provided.
7. Review of structural engineering.
8. Review of low voltage systems (audio/video, telecommunications).
9. Review of submittal documents, utility company compliance forms, etc.
10. Short-circuit analysis.
11. Marketing graphics, contractor pricing plans, or construction documents.
12. Major revisions to the design scheme that will impact DSA approval process.

COMPENSATION

- ✓ We propose to provide the above described MEP peer review services on an hourly basis according to the enclosed Schedule of Charges with the following not to exceed allowance:

Option A hourly not to exceed fee: 453 hours x \$165/hour = **\$74,745**

Or

Option B hourly not to exceed fee: 304 hours x \$165/hour = **\$50,160**

- ✓ Reimbursable expenses have been estimated not to exceed \$500.
- ✓ The enclosed Terms and Conditions are part of this proposal.



MEP PEER REVIEW COMMITTEE

We propose the following committee members to provide MEP peer review services for the subject project:

- Mechanical Engineering ReviewersAdji Yuson, PE, Sunil Patel, PE
- Electrical Engineering Reviewers.....Maximo Lalangan, PE, John Poon, PE
- Plumbing Engineering ReviewersTerry Pucket, CIPE, Thiru Selvakumar, CIPE
- Energy Systems Analysis ReviewersSusan Chen, PE, LEED AP,
Michael Kalemkaryan, LEED AP, CxA

Please refer to the enclosed resumes of these proposed MEP peer reviewers.

SCHEDULE

The above represents TTG's proposal to perform peer review. With your approval, TTG will develop and review schedule and coordinate all activities with the college.

Please contact us should you have any questions. Thanks!

Sincerely,
TMAD TAYLOR & GAINES

Accepted and Authorized by:
Santiago Canyon College

May 20, 2011

Sunil Patel, PE, LEED AP® BD+C, CxA
President, MEP

Date

Name:

Date

Title:

c: Zareh Astourian

- Enclosures:
- Schedule of Charges
 - Terms and Conditions
 - Resumes of Proposed Peer Reviewers



**2011
 SCHEDULE OF CHARGES FOR
 ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal	\$205	Designer	\$125
Project Manager	\$180	CADD Operator.....	\$90
Project/Senior Engineer.....	\$165	Construction Administrator	\$140
Engineer.....	\$140	Word Processor/Clerical	\$70

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car.....	\$0.50/mile with minimum of	\$ 25/day
Plotting (except for in-house use)	\$3.00/sheet	Photo Copy.....\$ 0.15/page

ANNUAL ADJUSTMENT

These rates will be adjusted annually effective the beginning of each new year.

INSURANCE

TMAD TAYLOR & GAINES (TTG) maintains Professional Liability, General Liability Insurance for bodily injury and property damage with a limit of \$5,000,000 per occurrence and \$6,000,000 aggregate for its own account and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.



STANDARD TERMS AND CONDITIONS

The following Terms and Conditions are part of the Client's agreement with TMAD TAYLOR & GAINES (TTG) for professional services and are effective upon signing of the services agreement.

Billings/Payments:

Invoices for TTG's services shall be submitted, at TTG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 45 days or 10 days after the Client receives payment from the Owner, whichever is sooner. If the invoice is not paid within 75 days, TTG is authorized, without waiving any claim or right against the Client, and without liability whatsoever to the Client, to terminate the performance of the service. Retainers shall be credited on the final invoice. If TTG does not receive any objections to any invoice it generates within 10 days after it is submitted for payment to the Client, then the amount stated shall be conclusive with regard to the amounts billed on that invoice and not subject to further objection or review at any later time by the Client.

Late Payments:

Accounts unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.0% on the then unpaid balance (12.0% true annual rate), at the sole election of TTG. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Additional Services:

Should TTG's original Scope of Work change or additional services be requested by Client, a written request for additional services will be forwarded by TTG to Client. The terms and conditions of this Agreement shall apply to all additional services provided by TTG for the Client.

Contingency Fund:

The Client and TTG acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to have Owner set aside a reserve in the amount of 10% of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against TTG with respect to any payments within the limits of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Performance:

TTG will prepare plans and specifications exercising usual and customary professional care in its efforts to comply with applicable Code requirements, Federal, state and local laws, ordinances, and regulations, in effect as of the date of this Agreement. TTG makes no warranties, either expressed or implied. TTG does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.

Delays:

TTG agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that TTG's performance must be governed by sound engineering practices. Additionally, TTG is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove TTG's work promptly by reason of delay or faulty performance by Client, other contractors, or governmental agencies, or any other causes beyond TTG's reasonable control.

Cost Opinions:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and considerations of operations and maintenance costs prepared by TTG hereunder represent the engineer's judgment as an experienced and qualified design professional. Accordingly, TTG does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support:

If within the scope of work, construction support services are performed by TTG and whether performed prior to, during, or after completion of construction, shall be performed solely for the purpose of assisting in achieving conformance with contract drawings and specifications; they do not guarantee contractor's performance. These services shall be distinguished from inspection services which are furnished by others. The furnishing of support services by TTG shall not be construed as supervision of actual construction. TTG shall not be responsible for Contractor's means and methods and for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review:

If within the scope of work, TTG shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

Asbestos and Toxics:

TTG shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, PCB's or other toxic substances.

Indemnification:

The Client shall defend, indemnify and hold harmless TTG and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except TTG), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and TTG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of TTG and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by TTG regarding the project that is the subject of this agreement from any cause or causes, shall not exceed our fee or \$50,000, whichever is less. Such causes include, but are not limited to, TTG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.

Termination of Services:

This agreement may be terminated by the Client or TTG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TTG for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.



Ownership of Documents:

All documents produced by TTAG under this agreement shall remain the property of TTAG and may not be used by the Client for any other endeavor without the written consent of TTAG.

Owner Understands:

The duties and responsibilities of the Design Professional under this Agreement run only to Owner. The duties and responsibilities of Design Professional do not extend to any third party including, without limitations, the successors and assigns of Owner, any condominium unit owners association or any individual unit owner. There are no third party beneficiaries of any kind for any reason of this agreement.

Arbitration:

It is recommended that any disputes, claims and other matters of question arising out of or relating to this Agreement or breach thereof shall first go to mediation. Should mediation prove to be ineffective, the parties shall enter into arbitration in the City that the project is constructed, in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and binding on all parties, and may be entered as judgment by any court of competent jurisdiction.

Attorney's Fees:

In the event TTAG has to pursue litigation to seek recovery of any fees owed to TTAG, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorney's and expert fees, filing fees, and any other costs or expenses reasonably incurred in the resolution of such dispute.

Entire Agreement:

This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

Modifications:

No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Successors and Assigns:

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties partners, successors, executors, administrators and assigns.

Severability:

In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof shall be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.

Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.



STRUCTURAL MECHANICAL ELECTRICAL CIVIL ENGINEERING AND CONSTRUCTION SERVICES

Anaheim
Phoenix

Austin
San Antonio

Bellevue
San Diego

Dallas
San Francisco

Inland Empire
Thousand Oaks

Pasadena
Walnut Creek

May 20, 2011

Mr. Jim Rogers
Vice President/Project Executive
Seville Construction Services, Inc.
Rancho Santiago Community College District
Construction Management Team
c/o Santiago Canyon College
8045 East Chapman Ave.
Orange, CA 92869

Project: Rancho Santiago Community College District - Santiago Canyon College: **Humanities Building**

Subject: Mechanical, Electrical, and Plumbing Peer Review Related Engineering Services Fee Proposal / TMAD TAYLOR & GAINES (TTG) #P110749.00

Dear Jim:

TMAD TAYLOR & GAINES (TTG) is pleased to provide our proposal to conduct heating, ventilation, and air conditioning (HVAC) and electrical engineering design peer review of the Humanities Building drawings. The intent of our review is to evaluate the current HVAC and electrical systems to verify that they will meet the college's desired system results. This proposal assumes that:

- The drawings and specifications provided dated January 25, 2011 (Humanities) are complete and meet the Basis of Design (BOD) and the Owner Program Requirements (OPR),
- Drawings and design have already been approved by the Department Of State Architect (DSA), and
- This review will be limited to the project boundaries which are assumed to be within 5 feet of the building perimeter.

BASIC PEER REVIEW SERVICES SCOPE OF WORK

We have estimated our efforts based on the following two options, which we would like to offer to your office to choose from:

Option A: TTG will prepare all calculations should the Engineer of Record of this project not provide us with all design calculations for peer review.

Or

Option B: TTG is provided with all design calculations for peer review by the Engineer of Record of this building.

BASIC PEER REVIEW SERVICES SCOPE OF WORK (continued...)

Peer Review Task	Option A Man-hours including Calculations	Option B Man-hours without Calculations
A. Mechanical and Plumbing System Review		
1. Review Basis of Design (BOD)/Owner Program Requirements (OPR)	10	10
2. Review Specifications	24	26
3. Review that Systems are in Compliance with All Local Code Requirements. Review Title 24 Compliance	48	26
4. Review Load Calculations	58	16
5. Review Mechanical Equipment Sizing, including Heating Hot Water and Gas	19	10
6. Review Domestic Hot Water and Cold Water	34	16
7. Review Fire Smoke Damper Locations	5	5
8. Review Drawing Package for Constructability	70	75
9. Identify Additional Opportunities for Energy Savings	14	10
10. Summary Report Noting any Design Deficiencies, Variations from Industry Standards/Best Practices and Recommendations to Resolve any such Items	19	21
B. Electrical System Review		
1. Review Basis of Design (BOD)/Owner Program Requirements (OPR)	19	21
2. Review Specifications	29	31
3. Review that Systems are in Compliance with All Local Code Requirements	29	31
4. Review Single-Line Diagrams and Panel Schedule to Determine Correct Loads and Switchgear Selection	58	31
5. Review of Fire Alarm System	22	13
6. Generate a Photometric Plan based on the Current Reflected Ceiling Plans to Verify Proper Light Levels	36	26
7. Review Photovoltaic Design as it relates to the Electrical Design	24	16
8. Summary Report Noting any Design Deficiencies, Variations from Industry Standards/Best Practices and Recommendations to Resolve any such Items	24	26
C. Energy Modeling		
1. Humanities Pro Run Modeling to Include Envelope, Mechanical, and Lighting	58	21
Total	600	431



EXCLUSIONS

The following has been excluded from our services:

1. Review of site utility plan (project boundaries are assumed to be 5 feet from building exterior).
2. Review of smoke control system (identify as deferred approval item on drawings).
3. Sanitary waste and ventilation systems.
4. Storm drain systems.
5. Review of fire protection.
6. Cost of engineering related to any recommendation provided.
7. Review of structural engineering.
8. Review of low voltage systems (audio/video, telecommunications).
9. Review of submittal documents, utility company compliance forms, etc.
10. Short-circuit analysis.
11. Marketing graphics, contractor pricing plans, or construction documents.
12. Major revisions to the design scheme that will impact DSA approval process.

COMPENSATION

- ✓ We propose to provide the above described MEP peer review services on an hourly basis according to the enclosed Schedule of Charges with the following not to exceed allowance:

Option A hourly not to exceed fee: 600 hours x \$165/hour = **\$99,000**

Or

Option B hourly not to exceed fee: 431 hours x \$165/hour = **\$71,115**

- ✓ Reimbursable expenses have been estimated not to exceed \$500.
- ✓ The enclosed Terms and Conditions are part of this proposal.



**2011
 SCHEDULE OF CHARGES FOR
 ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal	\$205	Designer	\$125
Project Manager	\$180	CADD Operator.....	\$90
Project/Senior Engineer.....	\$165	Construction Administrator	\$140
Engineer.....	\$140	Word Processor/Clerical	\$70

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car.....	\$0.50/mile with minimum of	\$ 25/day
Plotting (except for in-house use)	\$3.00/sheet	Photo Copy.....\$ 0.15/page

ANNUAL ADJUSTMENT

These rates will be adjusted annually effective the beginning of each new year.

INSURANCE

TMAD TAYLOR & GAINES (TTG) maintains Professional Liability, General Liability Insurance for bodily injury and property damage with a limit of \$5,000,000 per occurrence and \$6,000,000 aggregate for its own account and will furnish certificates of such insurance upon request. In the event the client desires additional coverage, we will, upon the client's written request, obtain additional insurance at the client's expense.



STANDARD TERMS AND CONDITIONS

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Late Payments:

Accounts unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.0% on the then unpaid balance (12.0% true annual rate), at the sole election of TTG. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Additional Services:

Should TTG's original Scope of Work change or additional services be requested by Client, a written request for additional services will be forwarded by TTG to Client. The terms and conditions of this Agreement shall apply to all additional services provided by TTG for the Client.

Contingency Fund:

The Client and TTG acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to have Owner set aside a reserve in the amount of 10% of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against TTG with respect to any payments within the limits of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

Performance:

TTG will prepare plans and specifications exercising usual and customary professional care in its efforts to comply with applicable Code requirements, Federal, state and local laws, ordinances, and regulations, in effect as of the date of this Agreement. TTG makes no warranties, either expressed or implied. TTG does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.

Delays:

TTG agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that TTG's performance must be governed by sound engineering practices. Additionally, TTG is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove TTG's work promptly by reason of delay or faulty performance by Client, other contractors, or governmental agencies, or any other causes beyond TTG's reasonable control.



Cost Opinions:

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and considerations of operations and maintenance costs prepared by TTG hereunder represent the engineer's judgment as an experienced and qualified design professional. Accordingly, TTG does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted.

Construction Support:

If within the scope of work, construction support services are performed by TTG and whether performed prior to, during, or after completion of construction, shall be performed solely for the purpose of assisting in achieving conformance with contract drawings and specifications; they do not guarantee contractor's performance. These services shall be distinguished from inspection services which are furnished by others. The furnishing of support services by TTG shall not be construed as supervision of actual construction. TTG shall not be responsible for Contractor's means and methods and for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

Submittal Review:

If within the scope of work, TTG shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

Asbestos and Toxics:

TTG shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, PCB's or other toxic substances.

Indemnification:

The Client shall defend, indemnify and hold harmless TTG and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except TTG), or anyone for whose acts any of them may be liable.

Risk Allocation:

In recognition of the relative risks, rewards and benefits of the project to both the Client and TTG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of TTG and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by TTG regarding the project that is the subject of this agreement from any cause or causes, shall not exceed our fee or \$50,000, whichever is less. Such causes include, but are not limited to, TTG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.

Termination of Services:

This agreement may be terminated by the Client or TTG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TTG for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.



Ownership of Documents:

All documents produced by TTAG under this agreement shall remain the property of TTAG and may not be used by the Client for any other endeavor without the written consent of TTAG.

Owner Understands:

The duties and responsibilities of the Design Professional under this Agreement run only to Owner. The duties and responsibilities of Design Professional do not extend to any third party including, without limitations, the successors and assigns of Owner, any condominium unit owners association or any individual unit owner. There are no third party beneficiaries of any kind for any reason of this agreement.

Arbitration:

It is recommended that any disputes, claims and other matters of question arising out of or relating to this Agreement or breach thereof shall first go to mediation. Should mediation prove to be ineffective, the parties shall enter into arbitration in the City that the project is constructed, in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and binding on all parties, and may be entered as judgment by any court of competent jurisdiction.

Attorney's Fees:

In the event TTAG has to pursue litigation to seek recovery of any fees owed to TTAG, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorney's and expert fees, filing fees, and any other costs or expenses reasonably incurred in the resolution of such dispute.

Entire Agreement:

This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.

Modifications:

No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

Successors and Assigns:

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such parties partners, successors, executors, administrators and assigns.

Severability:

In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof shall be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.

Applicable Laws:

Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.

