

STRUCTURAL ENGINEERING CONTRACT

FOR

HOMELESS SHELTER

SAN JOSE, CALIFORNIA

This contract is made on this 27th day of March 1987, between Center for Environmental Structure, Berkeley, California ("Architect") and A.J. Miller and Associates, 1600 Shattuck, suite 224A, Berkeley, California ("Structural Engineer") according to which A. J. Miller and Associates will provide Structural Engineering services for the Architect's design for the Shelter for the Homeless, at Julian and Montgomery in San Jose, upon the terms and conditions hereinafter set forth.

ARTICLE 1. BACKGROUND:

The Architect is in the process of designing a Shelter for the Homeless at Julian and Montgomery in San Jose, for Homes for Independent People ("Client"). The building is to be built by Oliver and Co. The building will include approximately 15,000 square feet, with a main portion, two stories high, and three ancillary portions one story high.

The two story portion contains offices and living areas on the ground floor, and sleeping accomodation on the second floor. The one story portions include a dining hall, a kitchen and bathroom building, and an existing workshop to be modified and used as an outbuilding.

ARTICLE 2. RESPONSIBILITY:

The Structural Engineer will assume certain responsibilities for which he will be held entirely accountable.

a. The Structural Engineer will assume the sole responsibility for insuring the proposed buildings' structural integrity and structural performance. This will include all buildings mentioned in article 1, and the modification of the existing workshop.

b. The Structural Engineer will assume sole responsibility for analyzing the structural behavior of the building due to applicable gravity loads, wind loads, seismic loads, and combinations of each, according to the provisions of the most current version of the Uniform Building Code.

c. The Structural Engineer will assume sole responsibility for the design of, and the sizing of, all structural systems and members, to sustain, within the stress limitations specified in the U.B.C. all the forces that may be imposed on the building, as determined in the analysis. These systems and members are to include, but are not necessarily limited to: foundations, slabs, columns, beams, walls, floors systems, diaphragms, trusses, roof systems, and stairways.

d. The Structural Engineer will prepare, and sign and stamp with his license, all necessary documents and drawings for submission to, and approval of, the San Jose building department, and any other agencies as may be required for the construction of the building.

e. The Structural Engineer will be responsible for obtaining the building permit for the project in respect of all structural matters, and will undertake all necessary discussions and negotiations to fulfil this responsibility.

f. The Structural Engineer will furnish an exact copy of the documents and drawings prepared under paragraph (d) of this article, to the Architect, and the Contractor and the Client.

g. The Structural Engineer will be responsible for making field inspections, as he feels is necessary, in order to comply with paragraph (a) of this article. He will make these inspections in a timely manner consistent with the fast track schedule of the construction project.

ARTICLE 2. SCHEDULE.

Time is of extreme importance in this project. In order to stay within the time deadlines for construction of the shelter, it will be necessary to have a complete set of engineered drawings for submission to the building department within five (5) weeks from the signing of this contract.

The Structural Engineer recognizes this fact and agrees to deliver a completed set of structural drawings to the Architect within the five week time period following the signing of this contract.

In addition, the structural engineer agrees to provide a foundation design within two (2) weeks following the signing of this contract sufficient for Oliver and Company to begin foundation work.

ARTICLE 3. PAYMENT

In exchange for the services described in this contract, the Structural Engineer will receive a lump sum payment totalling \$13,500.00, to be paid in four (4) installments as follows:

- a. \$2000.00 retainer to be paid upon signing of this contract.
- b. \$5000.00 to be paid on demand as the engineering work progresses, and after approval of bills by the CES.
- c. \$4000.00 to be paid when engineering drawings are accepted by the city.
- d. \$2500.00 to be paid when all field inspections made by the Structural Engineer have been completed, and after receipt of a letter from the structural engineer stating such completion.

ARTICLE 4. PAYMENT METHOD.

The four payments defined in article 3, will be made directly from HIP (the client) to the Structural engineer, upon approval of bills by the Architect.

ARTICLE 5. COOPERATION WITH CENTER FOR ENVIRONMENTAL STRUCTURE.

The structural engineer agrees to cooperate fully with the Architect in the design work. This article does not however in any way alter or reduce the responsibilities agreed to in article 1. The last word on any structural question will remain with the Structural Engineer.

ARTICLE 6. ARCHITECT'S RIGHT OF REVIEW

The Architect reserves the right to review the Structural engineer's work in progress. The Architect may terminate this Contract with the Structural engineer at any time, by giving written notice. If the Architect terminates the contract, HIP will then be obliged to pay the fee for all work completed by the Structural Engineer, together with any additional amounts owing for work begun on other stages.

ARTICLE 7. LICENSE

The Structural Engineer represents that he is licensed as a structural engineer in the State of California, with Structural Engineering License # 87041

Signed:



for Center for Environmental Structure



for A. J. Miller and Associates

Date: 3-27-87

The Client accepts and agrees to the provisions of this contract, and accepts the payment method defined in article 4.



for Housing for Independent People