



Taller Dos Flores

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tallerdosflores.com

July 5, 2017

Mr. Michael Otavka
Director of Facilities, Planning and Construction
William S. Hart Union High School District
21380 Centre Pointe Parkway
Santa Clarita, CA 91350

**Re: Canyon High School
Building V Remodel**

Dear Mr. Otavka:

Taller Dos Flores is pleased to submit our Fee Proposal for Architectural and Engineering Services related to the above project.

The following scope of services and fees are based our meeting on June 20, 2017. This proposal reflects our current understanding of the project and scope of the services required.

I PROJECT

The Scope of Work is to prepare Construction Documents of the approved scheme developed Taller for the Welding Program at Canyon High School. Furthermore, Taller will assist the District during the Bid phase and provide Construction Administration during construction of the project.

II SCOPE OF SERVICES AND FEES

Taller Dos Flores will perform the following tasks from project start through obtaining DSA approval and close out:

1. Site visit for verification of existing conditions, one (1)
2. Coordinate with District personnel
3. Coordinate with PC structure manufacturer
4. Prepare Construction Documents consisting of full-sized CAD drafted sheets specifying:
 - a. Preparation of architectural drawings to show the scope of demolition and remodel

Architecture Workshop

- b. Preparation of electrical drawings to show the scope of demolition and remodel
 - c. Preparation of mechanical drawings to show the scope of demolition and remodel
5. Review and respond to bid RFIs
6. Construction Administration:
 - a. Review and respond to RFIs
 - b. Review and respond to product submittals
 - c. Review and respond to shop drawings
7. Perform one (1) punch walk at completion of construction and develop final punch list

The fee for the above listed services shall be a not to exceed fee of **Forty One Thousand Two Hundred Dollars (\$41,200)**. See attached Exhibit A for Hourly Rates and Fees.

III NON-SCOPE SERVICES

The above described services are based on routine applications which do not require special procedures or the preparation of additional information. All plans and other documents will be prepared only once. Items of service that are not specified in the scope shall not be assumed to be included.

IV ASSUMPTIONS & EXCLUSIONS

The scope of this Project assumes the following items:

1. The CAD backgrounds provided are accurate and that no further field measurements are required
2. Three (3) month construction schedule
3. Ten (10) site visits/meetings with District, total

The scope of this Project excludes the following items:

1. Preparation of computer-aided drawing (CAD) backgrounds
2. Cost estimating
3. Project management
4. Structural and plumbing engineering
5. Total Cost Management (TCM), value engineering, and partnering sessions
6. Plan check fees
7. Permit and inspection fees

8. Testing and inspection cost
9. Reproduction of document

V ADDITIONAL SERVICES / CHANGES IN SERVICES

If any unforeseen changes in the scope of service arise, the Client will be notified of the circumstances. If Additional Services/Changes in Services are required they will be performed as authorized by the Client. Such items of service may include, but not be limited to, the following:

1. Work associated with changes in project size or program
2. Interior design
3. Architectural renderings
4. Graphic design

VI TERMINATION

This agreement may be terminated by either party upon not less than seven (7) days written notice should the other party fail to perform in accordance with the terms of this Agreement or if the project is abandoned. In the event of abandonment or termination, the Architect shall be compensated for all services performed and reimbursable expenses accrued prior to the termination of this Agreement.

VII PAYMENTS

All of the Architect's monthly invoices shall be due and payable within thirty (30) days of the receipt of invoice. Payment is not contingent upon governmental approvals or the project proceeding beyond the phase for which these services were performed. If not paid within thirty (30) days, Architect shall be paid interest at the maximum legal rate and shall be paid a service charge for its efforts to collect any unpaid balances beginning thirty days after the invoice date and continuing until the invoice is paid. If any invoice remains unpaid after sixty (60) days, Architect shall have the right to suspend all architectural services until full payment is received without incurring any liability for damages due to the suspension of the work. In the event any legal action is required to enforce any provision of this Agreement or in any way connected with this project, the prevailing party shall be entitled to recover collection costs and reasonable attorney's fees.

VIII JURISDICTION

This Agreement shall be governed by the laws of the State of California. In the event legal action is commenced by either party hereto to enforce or interpret any provision of this Agreement, said legal action shall be conducted and resolved in the County of Los Angeles in the above mentioned State. Before any claim or legal action is brought by any party, all parties shall agree to attend a mediation conference.

IX INDEMNIFICATION

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The Client waives any claim against Taller Dos Flores, and shall defend, indemnify and hold harmless Taller Dos Flores and its agents from and against any and all claims, costs, losses, expenses, liabilities, injuries, or damages, including all reasonable attorneys' fees and defense costs, arising or allegedly arising from or in any way connected with Taller Dos Flores' services under this Agreement, where such claim or liability is caused by the sole negligence or willful misconduct of Taller Dos Flores.

The Client also shall defend, indemnify and hold harmless Taller Dos Flores and its agents from and against any and all claims, costs, losses, expenses, liabilities, injuries or damages, including all reasonable attorneys' fees and defense costs, arising in whole or in part from the negligent act or omission, and/or strict liability of the Client or anyone directly or indirectly employed by the Client.

Limitations on liability and indemnities in this Agreement are business understandings between the parties and shall apply to all the different theories of recovery, including breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. These limitations on liability and indemnities will not apply to any losses or damages that have been found by a trier of fact to have been caused by Taller Dos Flores's sole or gross negligence or Taller Dos Flores' willful misconduct.

X STANDARD OF CARE

The Architect will provide architectural services pursuant to the terms of this Agreement consistent with the standards of the profession as performed by architects providing similar services for similar project types under like circumstances.

Thank you for the opportunity to offer our services.

Regards,

Taller Dos Flores



J. Guadalupe Flores, AIA, LEED AP
Owner

JGF:gf
Enclosures

Cc: File



EXHIBIT A
HOURLY RATES AND FEES
Architectural Services
Effective January 2, 2017

A. Salaries:

The hourly personnel rates listed below include overhead, burden, fringe benefits, profits, etc. This schedule is valid for services performed during 2017. Services commenced or continued beyond 2018 will be subject to the Schedule current at the time of performance of services.

<u>Classification</u>	<u>Hourly Rate</u>
1. Architecture	
a. Principal	\$185.00

B. Reimbursable:

1. Plan check fee and permit fee will be billed at actual cost.
2. Reproduction, express mail, etc. will be billed at cost
3. Reimbursable for prints and reports done in house are as follows:

CADD plots (30"x42") (one check plot and one final plot for each submittal)	\$10.00 per plot
Xerographic plot (30"x42")	\$2.00 per sheet
Xerographic copies (8 1/2"x11")	\$0.10 each

C. Travel:

1. Mileage: Travel beyond a basic allowance of 50 miles round trip per trip for company vehicle shall be billed at the current IRS reimbursement rate.
2. Per Diem costs for meals and lodging for work requirements outside the office over one day and more than 100 miles away from our office will be billed at actual cost, plus ten percent (10%). Inside the Continental United States, maximum billed amounts will not exceed the following without prior approval:

Meals	\$100.00 per person per day
Lodging	\$140.00 per person per day
Car rental	\$100.00 per day