



April 19, 2018

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

Re: William S. Hart Union High School District – 2018-2019 Master Services Agreement  
Proposal for Structural Engineering Services  
KPFF Project # 10011800291

Dear Michael:

We are pleased to submit this proposal for structural engineering services required for the above-referenced project. This proposal is based on our correspondence with Mr. Tony Saraceni of your office.

#### **PROJECT DESCRIPTION**

We understand that the project consists of providing on-call structural and civil engineering services as-needed for smaller miscellaneous tasks on the various campuses of the William S. Hart Union High School District (WSHUHSD).

#### **SCOPE OF WORK**

Our scope of work will consist of the following:

1. Provide structural and/or civil engineering design consultation services for small miscellaneous tasks for various campuses as requested by the WSHUHSD.
2. Attend meetings as requested.
3. Provide third-party technical structural and/or civil reviews, and all other technical services offered by KPFF, Inc.

The following assumptions have been made in developing this proposal:

1. Usable record electronic backgrounds in AutoCAD and/or Revit format are available for use by KPFF when required.
2. KPFF has reviewed the WSHUHSD Consultant Agreement and find the terms and conditions acceptable and understands the WSHUHSD Terms and Conditions supersedes those of KPFF.

Michael Otavka, William S. Hart Union High School District  
William S. Hart Union High School District – 2018-2019 Master Services Agreement  
Proposal for Structural Engineering Services  
KPFF Project # 10011800291  
April 19, 2018  
Page 2

**FEE**

We propose to accomplish the scope of work noted above on an hourly basis with an estimated maximum of \$15,000 per project and an estimated aggregate maximum of \$100,000 over a twelve month contract duration; reimbursable expenses as noted below are included in these maximum amounts.

We will bill our services on a monthly basis. We will not bill beyond this estimated amount without prior notification and approval from you.

**REIMBURSABLE EXPENSES**

Reimbursable expenses for messenger and delivery services, reproduction for other than in-house check prints and plots, and travel expenses (parking, mileage, airfare, lodging, etc.) made by KPFF in the interest of the project are separate from our fees and will be billed at cost. All other services that are considered as additional services (beyond the scope of work noted herein) will be billed on an hourly basis per our standard hourly rates. Please refer to Attachment A for our current hourly rate schedule.

**AGREEMENT FOR PROFESSIONAL SERVICES**

KPFF has reviewed the WSHUHSD's Consultant Agreement and finds the terms and conditions acceptable and understands the WSHUHSD Terms and Conditions supersedes those noted in Attachment B below.

**SUMMARY**

Thank you very much for requesting this proposal from us. If this proposal is acceptable to you, please return a signed copy to us prior to the start of work. Please feel free to contact us with any questions or comments.

Sincerely,



Gary Duncan, SE  
Associate

Attachments

Accepted By:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

cc: Aldrin Orue, KPFF

**Attachment A**

**HOURLY RATE SCHEDULE**

**2018**

PRINCIPAL-IN-CHARGE .....	\$225.00
SENIOR PROJECT MANAGER.....	\$200.00
PROJECT MANAGER .....	\$180.00
PROJECT ENGINEER.....	\$150.00
DESIGN ENGINEER .....	\$135.00
PROJECT DRAFTER .....	\$165.00
DRAFTER/CAD OPERATOR.....	\$135.00
ADMINISTRATIVE/SECRETARY .....	\$95.00

Note: Hourly rates will be updated on an annual basis throughout the duration of the project, and services will be billed at the hourly rates in place at the time the service is provided.

## **Attachment B**

### **TERMS AND CONDITIONS**

KPFF, Inc. ("KPFF") shall perform the services outlined in this agreement pursuant to the stated fee arrangement.

#### **1. Additional Services**

Should the Scope of Services change from those set forth in the Agreement for Professional Services, the fee for such additional services will be negotiated between Client and KPFF.

#### **2. Limitation of Liability**

To the greatest extent allowed by law, the aggregate liability of KPFF for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind, arising out of or in any way related to this Agreement or the services provided by KPFF on this project, shall be limited to \$50,000 or the total fee received by KPFF pursuant to this Agreement, whichever is greater. Further, no officer, director, shareholder or employee of KPFF shall bear any personal liability to Client for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to this Agreement or the services provided by KPFF on this project.

#### **3. Mediation**

All disputes between Client and KPFF arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencement of any other judicial proceeding.

#### **4. Dispute Handling**

KPFF shall make no claim against Client without first providing Client with a written notice of damages and providing Client thirty (30) days to cure before an action is commenced. The Client shall make no claim either directly or in a third party claim, against KPFF unless the Client has first provided KPFF with a written certification executed by an independent professional currently practicing in the same discipline as KPFF and licensed in the state of the subject project. This certification shall a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to KPFF not less than thirty (30) calendar days prior to the presentation of a ny claim or the institution of any judicial proceeding.

#### **5. Suspension of Services**

If Client fails to make payments to KPFF in accordance with this Agreement, such failure shall provide KPFF the option to suspend performance of services under this Agreement upon seven (7) days written notice to Client. In the event of a suspension of services, KPFF shall have no liability for any delays or damages caused because of such suspension. Before resuming services, KPFF shall be paid all sums due prior to suspension and any expenses incurred by KPFF in the interruption and resumption of its services. KPFF's fees for the remaining services and time schedules shall be equitably adjusted. If any invoice is in dispute, Client shall pay under written protest to keep the project on schedule and resolve the payment dispute after substantial completion.

#### **6. Termination**

This Agreement may be terminated by either party with seven (7) days written notice to the other in the event of a substantial failure of performance by the other party through no fault of the terminating party. If this Agreement is terminated, KPFF shall be paid for services performed to the termination notice date, including reimbursable expenses due.

#### **7. Ownership of Documents**

The drawings, calculations and specifications are instruments of service and are, and shall remain, the property of KPFF, whether the project for which they are made is executed or not. They are not to be used on other projects or extensions to this project except by agreement in writing.

#### **8. Contract Administration**

It is understood that KPFF will not provide design and construction review services relating to safety measures of any contractor or subcontractor on the project. Further, it is understood that KPFF will not provide any supervisory services relating to the construction for the project. Any opinions solicited from KPFF relating to any such review or supervisory services shall be considered only as general information and shall not be the basis for any claim against KPFF.

#### **9. No Third Party Beneficiary**

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against KPFF or Client.

#### **10. No Assignments**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

#### **11. Payments**

KPFF will submit monthly invoices. Payment is due on the date of the invoice and becomes delinquent one month thereafter. A late charge will be added to delinquent amounts at the rate of one-and-one-half percent (1 ½ %) for each one month of delinquency (or the maximum allowable by law, whichever is lower). If KPFF initiates suit to recover delinquent sums owed by Client, KPFF shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorney's fees, expert fees and other related costs and expenses.