

April 30, 2018

Mike Otavka, Director of Facilities  
William S. Hart Union High School District  
26308 Spirit Court  
Santa Clarita, CA 91350

**Proposal for Professional Services  
Mechanical, Electrical & Plumbing Services  
for Various William S. Hart Union School District Projects  
Santa Clarita, CA  
G&M Project No. P083954.01**

Dear Mr. Otavka:

Gausman & Moore Associates, Inc. (Engineer) is pleased to submit this proposal for professional services to Wm. S. Hart Union High School District (Client).

Gausman & Moore has reviewed the District's Consultant Agreement and find the terms and conditions acceptable and understands the District's Terms and Conditions supersedes G&M's.

**BASIC SERVICES**

Gausman & Moore Associates, Inc. Mechanical, Electrical and Plumbing design services agreement will cover the following:

1. Small miscellaneous tasks for various campuses as requested by the Hart District, including but not limited to MEP design consultation
2. Meetings
3. Third-party technical review, and all other technical services offered by G&M

**ASSUMPTION:** Useable record electronic backgrounds in AutoCAD format are available for use by Engineer.

**COMPENSATION**

We propose that all work and services under the Task Order Agreement for any single project will be billed on an hourly basis with a cost limit not exceeding \$15,000 per project for FY 2018/2019 for actual time spent in accordance with the hourly rate schedule. If a requested service for a single project is estimated to exceed \$15,000 in cost, then G&M will provide a project-specific proposal to the School District for Board review and authorization. The total amount for all projects under this agreement is not to exceed \$100,000. Gausman & Moore will notify the District in writing prior to exceeding the total allowable fee for this agreement.

Normal reimbursable expenses include the costs of travel, reproduction, delivery and mailing, and any state or local taxes imposed where the Project is located. Normal reimbursable expenses are in addition to the compensation for Basic Services and are billed at cost.

St. Paul, MN ■ Duluth, MN ■ Santa Clarita, CA

The standard of care for all professional engineering and related services performed or furnished by Gausman & Moore under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. Gausman & Moore makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with Gausman & Moore services.

If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of Gausman & Moore, the amount of compensation shall be equitably adjusted.

Any additional services beyond the scope of Basic Services will be performed upon authorization to Gausman & Moore, and will be compensated on an hourly basis in accordance with the following Hourly Rate Schedule:

#### **HOURLY RATE SCHEDULE**

Partner / Principal	\$215/hour
Commissioning	\$150/hour
Registered Engineer	\$145 - \$150/hour
Communications Specialist	\$145/hour
Designer	\$130 - \$145/hour
Graduate Engineer	\$120 - \$135/hour
CAD Technician	\$110 - \$120/hour
Word Processor	\$65/hour

#### **SCHEDULE**

The time for completion of Basic Services for each project or work order will be estimated prior to start of design.

#### **BILLING CYCLE**

Gausman & Moore will submit an invoice to the Client by the last day of the month.

At Engineer's sole option to be exercised by simple written notice to Client, Client hereby assigns all of Client's rights under its contract with Owner and any other rights whatsoever arising from Client's entitlement to amounts due under this contract and for which invoices have been presented and remain unpaid seventy-five (75) days after presentation by Engineer. Client hereby grants authority to Engineer to bring an action against Owner directly to collect such amounts.

In the event any bill or portion thereof is disputed by Client, Client shall notify Gausman & Moore within ten (10) days of receipt of the bill in question, and Client and Gausman & Moore shall work together to resolve the matter within thirty (30) days of its being called to the attention of Gausman & Moore. If resolution of the matter is not attained within thirty (30) days, either party may terminate the Agreement in accordance with conditions as specified herein.

If Client for any reason fails to pay the undisputed portion of Gausman & Moore's invoices, Gausman & Moore shall cease work on the project and Client shall waive any claim against Gausman & Moore, and shall defend and indemnify Gausman & Moore from and against any claims for injury or loss stemming from Gausman & Moore's cessation of service.

## **OTHER TERMS**

This Agreement shall be governed by California law.

Payments for professional services rendered and for normal reimbursable expenses will be made monthly upon presentation of Gausman & Moore's statement. Payments due Gausman & Moore under this Agreement will include a service charge of one and one-half percent (1.5%) per month on any amount not paid within thirty (30) days after the date of billing, plus reasonable collection costs and fees.

The Client shall designate in writing a representative authorized to act in the Owner's behalf, and shall furnish required information, approvals and decisions as expeditiously as necessary for the orderly progress of Gausman & Moore's services.

Because of factors beyond the control of Gausman & Moore and the Client, actual bids, negotiated construction costs or other costs may vary from Opinions of Probable Construction Costs or evaluations we may prepare. Accordingly, Gausman & Moore does not warrant such estimates or evaluations. Gausman & Moore is not responsible for job site safety or means and methods. Job site safety and means and methods are the responsibility of the Contractor. Owner agrees to cause the Contractor to name Gausman & Moore as an additional insured on the Contractor's General Liability policy on a primary and non-contributory basis, and to cause the Contractor to indemnify Gausman & Moore for damages to the extent caused by the Contractor's negligence.

The Client and Gausman & Moore agree that any controversy or claim arising between them out of or relating to this Agreement, or the breach thereof, shall be subject to mediation as a condition precedent to litigation or arbitration. If the matter is not settled at mediation, the dispute may by mutual agreement be settled by arbitration California and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The parties agree to permit pre-hearing discovery in the time and manner provided by the then effective Federal Rules of Civil Procedure.

The Client agrees, to the fullest extent possible, to limit the liability of Gausman & Moore so that the total aggregate liability of Gausman & Moore shall not exceed Gausman & Moore's fee for services rendered on the project. It is acknowledged that this limitation of liability applies to any cause of action, be it contract or tort or any other theory. The Client agrees to bring any claims against the Gausman & Moore corporate entity, not any individual employees of Gausman & Moore.

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This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination not the fault of Gausman & Moore, Gausman & Moore shall be compensated for all services performed to termination date, together with reimbursable expenses then due and all termination charges.

This letter is the entire Agreement between the Client and Gausman & Moore. Changes or additions in this Agreement must be in writing and must be signed by both the Client and Gausman & Moore.

Acceptance of this Agreement by separate instrument is limited to the terms hereof, and Gausman & Moore hereby expressly objects to any different or additional terms contained in the Client's instrument of acceptance, whether in form of purchase order, acknowledgment, acceptance or other documents.

If this Agreement is satisfactory, please sign, date and return a copy to us as our authorization to proceed (email or fax copy is acceptable). Thank you for the opportunity to propose on this important project.

Respectfully submitted,

Accepted by:

**GAUSMAN & MOORE ASSOCIATES, INC.**

**WM. S. HART UNION HIGH SCHOOL DISTRICT**

  
Dave Blume

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Partner  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
April 30, 2018  
Date

\_\_\_\_\_  
Date

DTB:csm