

September 3, 2020

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

**Proposal for Professional Architectural and Engineering task order services for Various William S. Hart Union School District Projects Santa Clarita, CA**

Dear Mr. Otavka:

TDM Architects, Inc. is pleased to submit this proposal for professional task order services for the William S. Hart Union High School District (Client).

TDM Architects Inc. has reviewed and agrees with the District's Consultant Agreement and finds the terms and conditions acceptable and understands the District's Terms and Conditions which shall supersede this document if in conflict with this proposal document.

**BASIC SERVICES**

The TDM Architects Inc. agreement for Architectural and Engineering design services will cover the following:

1. Small miscellaneous tasks for various campuses as requested by the Hart District, including various minor architectural, MEP, structural, planning, civil, data, landscaping or related services.
2. Meetings and consultation
3. Sub-consultant specialty design and technical services.

**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 2020/2021 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 TDM 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 within any fiscal year. TDM Architects Inc. will notify the District in writing prior to exceeding the total allowable fee for this agreement.

Normal reimbursable expenses shall include the costs of travel outside of Los Angeles County only, reproduction, delivery and mailing, plan check fees 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.

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

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

<b>Classification</b>	<b>Maximum Hourly Rates</b>
Principal Architect	\$ 236.00
Project Architect	\$ 187.00
Senior Project Manager	\$ 158.00
Project Manager	\$ 125.00
Project Designer	\$ 115.00
Senior Drafter	\$ 102.00
Designer/Drafter	\$ 97.00
Intermediate Drafter	\$ 92.00
Junior Drafter	\$ 77.00
Technical Typist	\$ 65.00

  

<b>Engineers/Consultants</b>	<b>Maximum Hourly Rate (without prior approval)</b>
Partner / Principal	\$ 260.00
Senior Registered Engineer	\$ 240.00
Registered Engineer	\$ 200.00
Senior Graduate Engineer	\$ 190.00
Graduate Engineer	\$ 150.00
Senior Project Manager	\$ 220.00
Project Manager	\$ 190.00
Commissioning	\$ 190.00
Communications Specialist	\$ 145.00
Senior Designer	\$ 170.00
Designer	\$ 130.00
CAD Technician	\$ 120.00
Word Processor	\$ 85.00

## **SCHEDULE**

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

## **BILLING CYCLE**

TDM Architects Inc. will submit an invoice to the Client by the last day of the month.

At Architect'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 Architect.

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In the event any bill or portion thereof is disputed by Client, Client shall notify TDM Architects Inc. within ten (30) days of receipt of the bill in question, and Client and TDM Architects Inc. shall work together to resolve the matter within thirty (60) days of its being called to the attention of TDM Architects Inc. If resolution of the matter is not attained within thirty (90) 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 TDM Architects Inc.'s invoices, TDM Architects Inc. shall cease work on the project and Client shall waive any claim against TDM Architects Inc., and shall defend and indemnify TDM Architects Inc. from and against any claims for injury or loss stemming from TDM Architects Inc.'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 TDM Architects Inc.'s statement. Payments due TDM Architects Inc. under this Agreement will include a service charge of one and one-half percent (1.5%) per month on any amount not paid within ninety (90) 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 TDM Architects Inc.'s services.

Because of factors beyond the control of TDM Architects Inc. 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, TDM Architects Inc. does not warrant such estimates or evaluations. TDM Architects Inc. 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 TDM Architects Inc. 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 TDM Architects Inc. for damages to the extent caused by the Contractor's negligence.

The Client and TDM Architects Inc. 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 TDM Architects Inc. so that the total aggregate liability of TDM Architects Inc. shall not exceed TDM Architects Inc.'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 TDM Architects Inc. corporate entity, not any individual employees of TDM Architects Inc.

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 TDM Architects Inc., TDM Architects Inc. shall

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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 TDM Architects Inc. except as controlled by any master agreement. Changes or additions in this Agreement must be in writing and must be signed by both the Client and TDM Architects Inc.

Acceptance of this Agreement by separate instrument is limited to the terms hereof, and TDM Architects Inc. 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:

**TDM ARCHITECTS INC. ASSOCIATES, INC. WM. S. HART UNION HIGH SCHOOL DISTRICT**



John L. Tegtmeier

Authorized Representative

Principal Architect  
Title

\_\_\_\_\_  
Title

September 2, 2020  
Date

\_\_\_\_\_  
Date