

# FRUCHTMAN & ASSOCIATES

## CONSULTING MECHANICAL ENGINEERS

August 31, 2017

Saugus Union School District  
24930 Avenue Stanford  
Santa Clarita, CA 91355

Attn: Mr. Nick Heinlein - Assistant Superintendent of Business

Re: Bridgeport Elementary School – Santa Clarita, CA

Dear Nick:

We are pleased to submit a proposal to perform Engineering services for the above referenced matter. The following description of scope and services reflect our understanding of the terms of our agreement.

### 1. SCOPE OF WORK

The project consists of mechanical engineering technical consulting services for an existing elementary school located in Santa Clarita, CA. In particular, the school has had some moisture problems, and has already completed some remediation work, which included sealing the concrete floor slabs. The scope of this work would include evaluating the HVAC system serving the rooms having moisture problems, and evaluating whether the HVAC system may be playing a role in the moisture issues.

### 2. COMPENSATION

A. 1. a. Client agrees to pay Consultant **David J. Fruchtman** for all work at the rate of **\$275.00** per hour, except for deposition and trial, which is billable at the rate of **\$425.00** per hour.

b. If additional engineering, design or drafting services are required, and (as deemed by Mr. Fruchtman) can be performed by our in house engineering staff, hourly rates are as follows:

Engineering/Senior Designer/Estimator	\$ 195.00 per hour
Designer/Draftsmen	\$ 165.00 per hour
Clerical	\$ 95.00 per hour

c. Travel time is billable at the same rates as noted above.

d. Rates are subject to change on a calendar year basis with written notice.

11315 WASHINGTON PLACE  
LOS ANGELES, CALIFORNIA 90066

PHONE: 310-915-6110  
FAX: 310-915-6107

www.fruchtmaneng.com

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Budget String: 14.0-06205.0-00000-81100-5850-0000000

2. Payments for basic services and reimbursables shall be made monthly upon presentation of engineers statement of services rendered.
3. Fees and reimbursables shall be payable within 30 days of invoice date. If payment is not received within 30 days of invoice date, a 1 1/2% per month charge will be levied.
4. Fruchtman & Associates reserves the right to suspend services under this contract unless paid within 30 days from invoice date.

B. Reimbursable Expenses:

1. You will reimburse Fruchtman & Associates for the following expenses at cost plus 20%.
  - a. Reproductions or blueprinting.
  - b. Long distance telephone calls.
  - c. Messenger and delivery services.
2. Travel to and from meetings and site visits at a rate of \$0.60 per mile plus parking.
3. CAD plotting charges:
  - \$2.00 per sheet (full size), and \$1.00 per sheet (half size) - for all plots done with our in-house plotting equipment.
4. Reasonable per diem expenses which include food and all incidental expenses, with documentation; lodging may be included with advance written authorization.

3. ADDITIONAL PROVISIONS

A. Standard of Care:

*The work and services to be performed shall be performed pursuant to generally accepted standards of practice in effect at the time of performance.*

B. Ownership of Documents:

*All reports, plans, specifications, field data and notes, and other documents, including all documents on electronic media, prepared by Fruchtman & Associates as instruments of service shall remain the property of Fruchtman & Associates..*

C. Limitation of Liability:

*The Client agrees to limit Fruchtman & Associates liability to the Client and to all construction contractors and sub-contractors on the project, due to the Fruchtman & Associates negligent acts, errors or omissions, such that the total aggregate liability of Fruchtman & Associates to all those named shall not exceed \$100,000.*

D. Fruchtman and Associates shall provide proof of insurance before providing services.

E. *Consultant is not responsible for delay caused by activities or factors beyond Consultant's reasonable control including, but not limited to, delays by reason of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to furnish timely information promptly, faulty performance by Client or other contractors or government agencies. When such delays beyond Consultant's reasonable control occur, Client agrees Consultant is not responsible in damages nor shall consultant be deemed in default of this agreement.*

F. *Client agrees to inform Consultant of all history, facts, relationships, and circumstances relevant to this agreement or to the consultant's assignment which are available to the Client. Client further agrees to advise consultant of the disposition of the case on a timely basis and to advise whether or not there will be future need for Consultant's services in the matter.*

G. *In the event Client institutes a suit against Consultant, either directly by complaint or by way of cross complaint,*



### *Bridgeport Elementary School Proposal - 8/31/17 – Page 3*

*including a cross-complaint for indemnity, for alleged negligence, error, or omission, or other failure to perform, and if Client fails to obtain a judgment in Client's favor, the lawsuit is dismissed, or if judgment is rendered for Consultant, Client agrees to pay Consultant all costs of defense, including attorney fees, expert witness fees, court costs, and any and all other costs of defense. Client agrees such payment shall be made immediately following dismissal of the case or entry of the judgment.*

- H. *If any action at law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and expenses.*
- I. *Client agrees that in the event Client institutes litigation to enforce or interpret the provisions of this agreement, such litigation is to be brought and adjudicated in the appropriate court in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such litigation to any other county or judicial district.*
- J. *Research, reports, drawings and other documents prepared by the engineer are instruments of service and shall, unless otherwise agreed, remain the property of the Consultant. The client may retain copies.*
- K. *Confidentiality. Consultant agrees that client's identification and all information obtained from Client is and shall remain confidential and that the Consultant shall not release any information to a third party without the express permission of the client or specific court order or subpoena. The Consultant shall not respond to any subpoena, court order or request therefore without first giving the Client reasonable notice or the request, subpoena or court order.*
- L. *Termination:*  
*In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.*

*The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.*

*Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:*

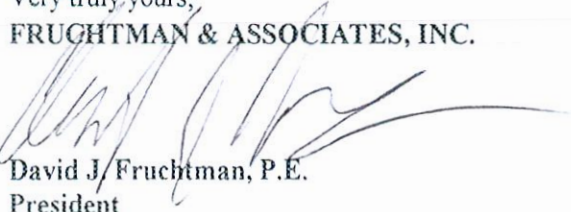
- *Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;*
- *Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;*
- *Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;*
- *Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.*

*In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.*

If the above meets with your approval, please return a signed copy of this agreement with an initial payment of **\$1,500.00**. This will be applied toward the final invoice upon completion of the project. Proposal shall remain effective for 60 calendar days from the date of this proposal, after which time it shall be subject to renegotiation.

We look forward to working with you on this project.

Very truly yours,  
FRUCHTMAN & ASSOCIATES, INC.

  
David J. Fruchtman, P.E.  
President

Professional Engineer  
California: M23669  
Nevada: 8966  
Arizona: 32201  
NCEES: 12826

Accepted For:  
Saugus Union School District

  
Signed Name

Nick Heinlein  
Printed Name

Assistant Superintendent, Business  
Title

8/31/2017  
Date

Saugus Union School Dist.  
Owners Name

24930 Avenue Stanford  
Owners Address

Santa Clarita, CA  
91355

**Amendment # 1 - due to additional services needed. The total cost not to exceed increased in the amount of \$4,474.75 bringing the total amount of this contract to \$12,474.75.**

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Nick Heinlein  
Assistant Superintendent of Business