

## Work Order

Project Name: GUSD – DSA Certification Assistance KA Project #: 1906.1  
 Owner: Gilroy Unified School District Date: March 1, 2019

Project Address: Las Animas ES, 2 Story CR Bldg  
6550 Cimino Street  
 City & State: Gilroy, Ca 95020

Point of Contact: Edgar Soto Esquivel

Billing Address: 7810 Arroyo Circle Billing Phone: 669-205-7923  
 City & State: Gilroy, Ca 95020 Billing Email: edgar.esquivel@gilroyunified.org

You have directed Kasavan Architects to proceed with the following work:

*Assist GUSD in Certification of DSA Application 01-110425, Las Animas 2-Story Classroom Bldg. Services include DSA approval of Mod Dwgs 1 & 9 and CO's 2 & 3 per email from District dated 3/1/19.*

New Project  Additional Services per Agreement Dated \_\_\_\_\_

Fee proposal good for thirty (30) days after date signed by Kasavan Architects.

We will bill our efforts on a:

T&M Basis, \$2,500  Stipulated Sum (Including Initial Fee)  
 T&M Pending Stipulated Sum  % of Construction Cost (Including Initial Fee) \_\_\_\_\_%

We request written authorization to proceed with the above referenced work. If this is acceptable, please sign and date where indicated below.

Sincerely,

Approved By:

Kasavan Architects

Client

Signature \_\_\_\_\_ Date March 1, 2019

Signature \_\_\_\_\_ Date 3/4/2019

Peter Kasavan, FAIA  
Print Name

Assistant Supt, CBU  
Print Name

President  
Title

Assistant Supt, CBU  
Title

## Rate Schedule & Terms

### Standard Rate Schedule effective January 1, 2019

President	\$ 195.00	Designer II	\$ 126.00
Principal	\$ 190.00	Designer I	\$ 95.00
Project Architect	\$ 180.00	CADD	\$ 120.00
Senior Project Manager	\$ 185.00	Administrative, Office Mgr	\$ 100.00
Project Manager	\$ 170.00	Clerical	\$ 76.00
Asst. Project Manager	\$ 150.00		
Senior Designer	\$ 165.00		

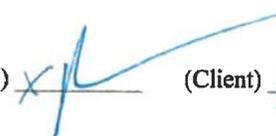
#### 1. Reimbursable Expenses

Other direct costs such as sub-contractor fees, travel expenses and subsistence, mileage, telephone, facsimile, postage, shipping, and copy charges will be billed at cost plus 15 percent.

#### 2. Terms & Conditions

- A. **Mobilization:** An initial payment of Zero (0.00) shall be made upon execution of this Agreement and shall be the minimum payment under this Agreement.
- B. **Billings & Payments:** Invoices for Kasavan Architects' (the Firm's) services shall be submitted on a monthly basis or upon completion of such services. If the invoice is not paid within 30 days, the Firm may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.
- C. **Late Payments:** Accounts unpaid 31 days after the invoice date, may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
- D. **Limitation of Liability:** In recognition of the relative risks, rewards and benefits of the project to both the Client and the Firm, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Firm's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the fee associated with the scope of work described on the attached Fee Proposal. Such causes include, but are not limited to, the Firm's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.
- E. **Dispute Resolution:** Any claims or disputes made during design, construction or post-construction between the Client and Firm shall be submitted to non-binding mediation. Client and Firm agree to include a similar mediation agreement with all contractors, sub-contractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.
- F. **Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs arising out of or in any way connected with the performance by any of the parties named above of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.
- G. **Certifications: Guarantees & Warranties:** The Firm shall not be required to execute any document that would result in certifying, guaranteeing or warranting the existence of conditions whose presence the Firm cannot ascertain.
- H. **Ownership of Documents:** All documents produced by the Firm under this agreement shall remain the property of the Firm and may not be used by the Client for any other endeavor without the prior written consent of the Firm.
- I. **Termination of Services:** This agreement may be terminated by the Client or the Firm should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Firm for all services rendered, all reimbursable expenses, and reimbursable termination expenses to the date of termination.

Expires: December 31, 2019

Initial here: (KA)  (Client) 