



March 15, 2017

Mr. Hector Gonzalez  
Director Facilities  
Perris Union High School District  
155 E. 4<sup>th</sup> Street  
Perris, CA 92570-2124

Project: California Military Institute  
Kitchen HVAC Addition  
TTG# P2017099  
CLIENT#

Re: Fee Proposal

Dear Mr. Gonzalez:

Thank you for the opportunity to provide this fee proposal for the subject project.

### **Scope of Work**

TTG Engineers (TTG) will provide customary basic mechanical, electrical, plumbing and structural (MEPS) engineering services as outlined in Article #3 of the AIA document #C401 (2007 Edition). Any services not customarily furnished in accordance with generally accepted engineering practice will be considered additional services.

*Project Description:* Addition of heating, ventilating and air conditioning (HVAC) to the existing Kitchen Facility. Approximate square footage is 9,000. This proposal is based on information from the site investigation on March 8, 2017.

#### *Mechanical:*

Mechanical design and construction administration services to include:

1. HVAC system for each unit based on high-efficiency packaged gas heat/DX electric cooling system. Controls shall be Title 24 compliant thermostats.
2. Coordination with the existing Type 2 exhaust hood ventilation system.
3. Title 24 calculations for the mechanical systems.
4. Submit project to DSA for over-the-counter review.
5. Address plan check comments to obtain DSA approved plans.
6. Review contractor RFIs and submittals.
7. Coordinate completion of DSA closeout documentation

#### *Electrical:*

Electrical design and construction administration services to include:

1. Power and distribution design for the new HVAC unit.
2. Power convenience outlet at roof.

3. Review contractor RFIs and submittals.
4. Submit project to DSA for over-the-counter review.
5. Address plan check comments to obtain DSA approved plans.
6. Coordinate completion of DSA closeout documentation

*Plumbing:*

Plumbing design and construction administration services to include:

1. Design of condensate waste disposal system to existing sewer system.
2. Design of connection to existing natural gas.
3. Submit project to DSA for over-the-counter review.
4. Address plan check comments to obtain DSA approved plans.
5. Review contractor RFIs and submittals.
6. Coordinate completion of DSA closeout documentation

*Fire Sprinkler/Fire Alarm:*

1. Fire sprinkler design is not included in the scope and fee.
2. Fire alarm design is not included in the scope and fee.

*Structural:*

Structural design and construction administration services to include:

1. Provide anchorage calculations, drawings, and details for support anchorage of one new HVAC unit on the existing structure.
2. Structural details and calculations for a new equipment mounting curb for the new HVAC unit.
3. Address plan check corrections to obtain approved plans.
4. Review contractor RFIs and submittals.
5. Submit project to DSA for over-the-counter review.
6. Coordinate completion of DSA closeout documentation

**Fee Arrangement**

1. For basic services, the Engineer's compensation shall be a lump sum of **\$15,820** (fifteen thousand, eight hundred twenty dollars) plus reimbursables. Fee breakdown as follows:

<b>FEE BREAKDOWNBY PHASE</b>	
<b>PHASE</b>	<b>FEE</b>
Construction Documents	\$12,656
Construction Administration	\$3,164
<b>TOTAL</b>	<b>\$15,820</b>

2. For additional services the Engineer's compensation shall be negotiated with the Client prior to proceeding with the Work.
3. Reimbursable expenses - See attached Schedule of Charges.

4. This fee proposal is valid for a period of 90 days from the date of this proposal. This fee proposal will be adjusted if the total project square footage or project construction cost increases.

The attached Terms & Conditions and Schedule of Charges are a part of this Agreement.

### **Assumptions/Exclusions**

1. No overall evaluation of the existing building will be performed, and no attempt will be made to make the existing building conform to current codes.
2. Interior and exterior lighting are not included in the scope and fee.
3. Lighting energy compliance documents are not included in the scope and fee.
4. Title 24 Energy Compliance Documentation consisting of Mechanical systems and preparation of forms are included in scope of work.
5. Commissioning and/or acceptance testing is not included in the scope of work.
6. Cost estimates are excluded from the scope and fee.
7. The project will be delivered in PDF format and designed in AutoCAD. BIM, 3D, or REVIT design is not included in the scope and fee.
8. Preparation of short circuit, coordination, arc flash studies are not part of this basic scope and fee.
9. Site work (fire protection, natural gas, domestic water, sewer, and storm drain) design is not part of the scope or fee.
10. Any cost of recordings of power, air, water, and sewer is not included in scope or fee.
11. Multiple bid packages are not included in the scope and fee.
12. Phasing or sequencing of drawings is not included in the scope or fee.
13. Value engineering is not included in scope and fee.
14. Preparation of alternate bid packages is not included in the scope and fee.
15. Redesign services, if project is over budget and/or if floor plan changes are made after approval/completion of design development, will be performed for an additional service fee.
16. The total quantity of meetings or site visits included in the scope and fee during the Design and Bidding Phases shall be limited to one (1) total.
17. The total quantity of meetings, construction observation, site visits, and final punch visits included in the scope and fee during the construction phase shall be limited to one (1) total.

18. Suspension of Work: Upon delivery of a written notice by client to suspend services, TTG will immediately suspend performance of its services in the manner and for the duration directed by client in said notice. TTG shall take reasonable steps to preserve any deliverables or services in progress at the time of suspension. Upon written notice that the suspension has been canceled, if the suspension period was less than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule only. However, if the suspension period was more than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule and the fee.
19. Natural gas service, design and infrastructure is not included in the scope and fee.
20. Extension of the Duration of Design and Construction Period: TTG's design and construction phase services fee is predicated upon the duration of design and construction stated by client at the time of proposal preparation. Should the actual duration of design construction phases extend beyond the stated period, TTG shall be entitled to an adjustment to its design and construction phase services fee by an amount equal to the average fees required for services during the immediate past three months of construction.

Offered by:

  
\_\_\_\_\_  
Signature Date 3/15/17

Josh Massey, LEED AP BD+C, CxA  
Associate  
**TTG ENGINEERS**

Accepted by:

\_\_\_\_\_  
Signature Date

PERRIS UNION HIGH SCHOOL  
DISTRICT

  
\_\_\_\_\_  
Signature Date 3/15/17

Kerry Parker, LEED AP BD+C  
Vice President, Managing Principal  
**TTG ENGINEERS**

**2017**  
**SCHEDULE OF CHARGES FOR**  
**ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal.....	\$212	Designer .....	\$134
Project Manager .....	\$192	CADD Operator .....	\$ 96
Project/Senior Engineer .....	\$176	Construction Administrator .....	\$148
Engineer .....	\$148	Word Processor/Clerical.....	\$ 75

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight hours will be charged in any day. Overtime, if required in the interest of the project, will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to time in excess of forty hours per week and all time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursables will be billed at cost except as noted below.

**MISCELLANEOUS CHARGES**

Passenger Car .....	53.5¢/mile with minimum of .....	\$ 35/day	
Plotting (except for in-house use) .....	\$3.50/sheet	Photo Copy .....	\$ 0.15/page

**ANNUAL ADJUSTMENT**

These rates will be adjusted annually effective the beginning of each year.

**INSURANCE**

TTG Engineers maintains Professional Liability, Auto and General Liability Insurances and will furnish certificates of such insurances upon request.

## **STANDARD TERMS AND CONDITIONS**

The following Terms and Conditions are part of the Client's agreement with TTG Engineers (TTG) for professional services and are effective upon signing of the services agreement.

### **Billings/Payments:**

Invoices for TTG's services shall be submitted, at TTG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 45 days or 10 days after the Client receives payment from the Owner, whichever is sooner. If the invoice is not paid within 75 days, TTG is authorized, without waiving any claim or right against the Client, and without liability whatsoever to the Client, to terminate the performance of the service. Retainers shall be credited on the final invoice. If TTG does not receive any objections to any invoice it generates within 10 days after it is submitted for payment to the Client, then the amount stated shall be conclusive with regard to the amounts billed on that invoice and not subject to further objection or review at any later time by the Client.

### **Late Payments:**

Accounts unpaid 45 days after the invoice date will be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of TTG. In the event any portion or all of an account remains unpaid 75 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

### **Additional Services:**

Should TTG's original Scope of Work change or additional services be requested by Client, a written request for additional services will be forwarded by TTG to Client. The terms and conditions of this Agreement shall apply to all additional services provided by TTG for the Client. TTG will proceed with the additional services when a signed acceptance has been received from the client.

### **Contingency Fund:**

The Client and TTG acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to have Owner set aside a reserve in the amount of 10% of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against TTG with respect to any payments within the limits of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

### **Performance:**

TTG will prepare plans and specifications exercising usual and customary professional care in its efforts to comply with applicable Code requirements, Federal, state and local laws, ordinances, and regulations, in effect as of the date of this Agreement. TTG makes no warranties, either expressed or implied. TTG does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.

### **Delays:**

TTG agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that TTG's performance must be governed by sound engineering practices. Additionally, TTG is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove TTG's work promptly by reason of delay or faulty performance by Client, other contractors, or governmental agencies, or any other causes beyond TTG's reasonable control.

### **Cost Opinions:**

Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and considerations of operations and maintenance costs prepared by TTG hereunder represent the engineer's judgment as an experienced and qualified design professional. Accordingly, TTG does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted.

**Construction Support:**

If within the scope of work, construction support services are performed by TTG and whether performed prior to, during, or after completion of construction, shall be performed solely for the purpose of assisting in achieving conformance with contract drawings and specifications; they do not guarantee contractor's performance. These services shall be distinguished from inspection services which are furnished by others. The furnishing of support services by TTG shall not be construed as supervision of actual construction. TTG shall not be responsible for Contractor's means and methods and for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

**Submittal Review:**

If within the scope of work, TTG shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

**Asbestos and Toxics:**

TTG shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, PCB's or other toxic substances.

**Indemnification:**

The Client shall defend, indemnify and hold harmless TTG, its parent company, principals and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except TTG), or anyone for whose acts any of them may be liable.

**Risk Allocation:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and TTG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of TTG and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by TTG regarding the project that is the subject of this agreement from any cause or causes, shall not exceed our fee or \$50,000, whichever is less. Such causes include, but are not limited to, TTG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.

**Termination of Services:**

This agreement may be terminated by the Client or TTG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TTG for all services rendered to the date of termination, all reimbursable expenses, reimbursable termination expenses and agrees to release TTG from all liability for services performed. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as Additional Services. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests TTG continue providing some or all services, TTG has no obligation to provide any further services unless Client provides financial assurances satisfactory to TTG.

**Ownership of Documents:**

All documents produced by TTG under this agreement shall remain the property of TTG and may not be used by the Client for any other endeavor without the written consent of TTG.

**Re-use of Files:**

In accepting and utilizing any electronic files or drawings, reports and data on any form of electronic media generated and furnished by TTG ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of TTG, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes or to transfer these electronic files to others without the prior written consent of TTG. Client further agrees to waive all claims against TTG resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than TTG.

**Liens:**

This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which TTG may have for the performance of services pursuant to this agreement. Client agrees to provide to TTG the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide TTG with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

**Suspension of Work:**

Upon delivery of a written notice by client to suspend services, TTG will immediately suspend performance of its services in the manner and for the duration directed by client in said notice. TTG shall take reasonable steps to preserve any deliverables or services in progress at the time of suspension. Upon written notice that the suspension has been canceled, if the suspension period was less than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule only. However, if the suspension period was more than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule and the fee.

**Extension of the Duration of Design and Construction Period:**

TTG's design and construction phase services fee is predicated upon the duration of design and construction stated by client at the time of proposal preparation. Should the actual duration of design construction phases extend beyond the stated period, TTG shall be entitled to an adjustment to its design and construction phase services fee by an amount equal to the average fees required for services during the immediate past three months of construction.

**Owner Understands:**

The duties and responsibilities of the Design Professional under this Agreement run only to Owner. The duties and responsibilities of Design Professional do not extend to any third party including, without limitations, the successors and assigns of Owner, any condominium unit owners association or any individual unit owner. There are no third party beneficiaries of any kind for any reason of this agreement.

**Arbitration:**

It is recommended that any disputes, claims and other matters of question arising out of or relating to this Agreement or breach thereof shall first go to mediation. Should mediation prove to be ineffective, the parties shall enter into arbitration in the City that the project is constructed, in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and binding on all parties, and may be entered as judgment by any court of competent jurisdiction.

**Attorney's Fees:**

In the event TTG has to pursue litigation to seek recovery of any fees owed to TTG, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorney's and expert fees, filing fees, and any other costs or expenses reasonably incurred in the resolution of such dispute.

**Entire Agreement:**

This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.



**Modifications:**

No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

**Successors and Assigns:**

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such party's partners, successors, executors, administrators and assigns.

**Severability:**

In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof shall be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.

**Applicable Laws:**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.



March 15, 2017

Mr. Hector Gonzalez  
Director Facilities  
Perris Union High School District  
155 E. 4<sup>th</sup> Street  
Perris, CA 92570-2124

Project: Bus Maintenance Depot  
Office HVAC Replacement  
TTG# P2017104  
CLIENT#

Re: Fee Proposal

Dear Mr. Gonzalez:

Thank you for the opportunity to provide this fee proposal for the subject project.

### **Scope of Work**

TTG Engineers (TTG) will provide customary basic mechanical, electrical, plumbing and structural (MEPS) engineering services as outlined in Article #3 of the AIA document #C401 (2007 Edition). Any services not customarily furnished in accordance with generally accepted engineering practice will be considered additional services.

*Project Description:* Replacement of existing heating, ventilating and air conditioning (HVAC) to the existing Bus Maintenance Office Facility. Approximate square footage is 1,600. This proposal is based on information from site investigation on March 9, 2017.

#### *Mechanical:*

Mechanical design and construction administration services to include:

1. Heating, ventilating and air conditioning system for each unit based on high-efficiency packaged gas heat/DX electric cooling system. Controls shall be Title 24 compliant thermostats.
2. Title 24 calculations for the mechanical systems.
3. Review contractor RFIs and submittals.

#### *Electrical:*

Electrical design and construction administration services to include:

1. Revisions to power and distribution design for the HVAC unit.
2. Review contractor RFIs and submittals.

#### *Plumbing:*

Plumbing design and construction administration services to include:

1. Design of condensate waste disposal system to existing sewer system.
2. Design of connection to existing natural gas.
3. Review contractor RFIs and submittals.

*Fire Sprinkler/Fire Alarm:*

1. Fire sprinkler design is not included in the scope and fee.
2. Fire alarm design is not included in the scope and fee.

*Structural:*

Structural design and construction administration services to include:

1. Provide anchorage calculations, drawings, and details for support anchorage of one replacement HVAC unit on the existing structure.
2. Structural details and calculations for a new equipment mounting curb for the replacement HVAC unit.
3. Review contractor RFIs and submittals.

**Fee Arrangement**

1. For basic services, the Engineer's compensation shall be a lump sum of **\$7,950** (seven thousand, nine hundred fifty dollars) plus reimbursables.
2. For additional services the Engineer's compensation shall be negotiated with the Client prior to proceeding with the Work.
3. Reimbursable expenses - See attached Schedule of Charges.
4. This fee proposal is valid for a period of 90 days from the date of this proposal. This fee proposal will be adjusted if the total project square footage or project construction cost increases.

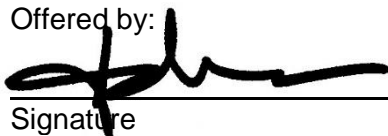
The attached Terms & Conditions and Schedule of Charges are a part of this Agreement.

**Assumptions/Exclusions**

1. No overall evaluation of the existing building will be performed, and no attempt will be made to make the existing building conform to current codes.
2. Interior and exterior lighting are not included in the scope and fee.
3. Lighting energy compliance documents are not included in the scope and fee.
4. Title 24 Energy Compliance Documentation consisting of Mechanical systems, and preparation of forms are included in scope of work.
5. Commissioning and/or acceptance testing is not included in the scope of work.
6. Cost estimates are excluded from the scope and fee.
7. The project will be delivered in PDF format and designed in AutoCAD. BIM, 3D, or REVIT design is not included in the scope and fee.
8. Preparation of short circuit, coordination, arc flash studies are not part of this basic scope and fee.
9. Site work (fire protection, natural gas, domestic water, sewer, and storm drain) design is not part of the scope or fee.
10. Any cost of recordings of power, air, water, and sewer is not included in scope or fee.
11. Multiple bid packages are not included in the scope and fee.
12. Phasing or sequencing of drawings is not included in the scope or fee.
13. Value engineering is not included in scope and fee.

14. Preparation of alternate bid packages is not included in the scope and fee.
15. Redesign services, if project is over budget and/or if floor plan changes are made after approval/completion of design development, will be performed for an additional service fee.
16. The total quantity of meetings or site visits included in the scope and fee during the Design and Bidding Phases shall be limited to one (1) total.
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Offered by:

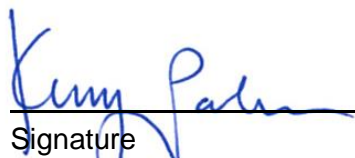
  
\_\_\_\_\_  
Signature Date

Josh Massey, LEED AP BD+C, CxA  
Associate  
**TTG ENGINEERS**

Accepted by:

\_\_\_\_\_  
Signature Date

PERRIS UNION HIGH SCHOOL  
DISTRICT

  
\_\_\_\_\_  
Signature Date

Kerry Parker, LEED AP, BD+C  
Vice President, Managing Principal  
**TTG ENGINEERS**

**2017**  
**SCHEDULE OF CHARGES FOR**  
**ENGINEERING SERVICES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of 90 days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon 30 days advance notice.

PERSONNEL HOURLY RATES

Principal.....	\$212	Designer .....	\$134
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MISCELLANEOUS CHARGES

Passenger Car .....	53.5¢/mile with minimum of .....	\$ 35/day	
Plotting (except for in-house use) .....	\$3.50/sheet	Photo Copy .....	\$ 0.15/page

ANNUAL ADJUSTMENT

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### **Additional Services:**

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### **Contingency Fund:**

The Client and TTG acknowledge that changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications and, therefore, that the costs of the project may exceed the construction contract sum. The Client agrees to have Owner set aside a reserve in the amount of 10% of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. The Client further agrees to make no claim by way of direct or third-party action against TTG with respect to any payments within the limits of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.

### **Performance:**

TTG will prepare plans and specifications exercising usual and customary professional care in its efforts to comply with applicable Code requirements, Federal, state and local laws, ordinances, and regulations, in effect as of the date of this Agreement. TTG makes no warranties, either expressed or implied. TTG does not guarantee the completion or quality of performance of contracts by the construction contractor or contractors, or other third parties, nor accepts responsibility for their acts, omissions or any safety precautions.

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TTG agrees to put forth its professional efforts to perform its services in a manner consistent with the agreed upon schedule. However, the Client understands that TTG's performance must be governed by sound engineering practices. Additionally, TTG is not responsible for delays in Client planning or construction schedules, failure of Client to furnish timely information or documents, or to approve or disapprove TTG's work promptly by reason of delay or faulty performance by Client, other contractors, or governmental agencies, or any other causes beyond TTG's reasonable control.

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Opinions of probable construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and considerations of operations and maintenance costs prepared by TTG hereunder represent the engineer's judgment as an experienced and qualified design professional. Accordingly, TTG does not guarantee that proposals, bids or actual costs will not vary from opinions, evaluations or studies submitted.

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If within the scope of work, construction support services are performed by TTG and whether performed prior to, during, or after completion of construction, shall be performed solely for the purpose of assisting in achieving conformance with contract drawings and specifications; they do not guarantee contractor's performance. These services shall be distinguished from inspection services which are furnished by others. The furnishing of support services by TTG shall not be construed as supervision of actual construction. TTG shall not be responsible for Contractor's means and methods and for providing a safe place for the performance of work by contractors or contractor's employees or those of suppliers or subcontractors, or for access, visits, use, work, travel or occupancy by any person.

**Submittal Review:**

If within the scope of work, TTG shall review and take appropriate action on shop drawings, product data, samples, and other submittals required by the Contract Documents. Such review shall be solely for general conformance with the design concept and general compliance with the Contract Documents. It shall not include review of quantities, dimensions, weights or gauges, fabrication processes, construction methods, coordination with the work of other trades, or construction safety precautions, all of which are the sole responsibility of the contractor.

**Asbestos and Toxics:**

TTG shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site, including, but not limited to, asbestos, asbestos products, PCB's or other toxic substances.

**Indemnification:**

The Client shall defend, indemnify and hold harmless TTG, its parent company, principals and all of its personnel and any of its consultants from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except TTG), or anyone for whose acts any of them may be liable.

**Risk Allocation:**

In recognition of the relative risks, rewards and benefits of the project to both the Client and TTG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the total liability of TTG and any of its consultants to the Client and any third parties for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement or directly or indirectly from any services provided by TTG regarding the project that is the subject of this agreement from any cause or causes, shall not exceed our fee or \$50,000, whichever is less. Such causes include, but are not limited to, TTG's negligence, errors, omissions, strict liability, breach of contract or breach of warranty or any other claim or legal theory alleged.

**Termination of Services:**

This agreement may be terminated by the Client or TTG should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay TTG for all services rendered to the date of termination, all reimbursable expenses, reimbursable termination expenses and agrees to release TTG from all liability for services performed. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services which shall be paid for by Client as Additional Services. If Client is in default regarding the Client's payment obligations under this agreement, and Client requests TTG continue providing some or all services, TTG has no obligation to provide any further services unless Client provides financial assurances satisfactory to TTG.

**Ownership of Documents:**

All documents produced by TTG under this agreement shall remain the property of TTG and may not be used by the Client for any other endeavor without the written consent of TTG.

**Re-use of Files:**

In accepting and utilizing any electronic files or drawings, reports and data on any form of electronic media generated and furnished by TTG ("electronic files"), Client covenants and agrees that all such electronic files are instruments of service of TTG, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

Client agrees not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this agreement. Client agrees not to make changes or to transfer these electronic files to others without the prior written consent of TTG. Client further agrees to waive all claims against TTG resulting in any way from any unauthorized changes, use or reuse of the electronic files for any other project by anyone other than TTG.

**Liens:**

This agreement shall not be construed to alter, affect or waive any design professional's lien, mechanic's lien or stop notice right which TTG may have for the performance of services pursuant to this agreement. Client agrees to provide to TTG the present name and address of the record owner of the property upon which the project is to be located. Client also agrees to provide TTG with the name and address of any and all lenders who may loan money on the project and who are entitled to receive a preliminary notice.

**Suspension of Work:**

Upon delivery of a written notice by client to suspend services, TTG will immediately suspend performance of its services in the manner and for the duration directed by client in said notice. TTG shall take reasonable steps to preserve any deliverables or services in progress at the time of suspension. Upon written notice that the suspension has been canceled, if the suspension period was less than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule only. However, if the suspension period was more than sixty (60) calendar days, TTG shall be entitled to an equitable adjustment to the schedule and the fee.

**Extension of the Duration of Design and Construction Period:**

TTG's design and construction phase services fee is predicated upon the duration of design and construction stated by client at the time of proposal preparation. Should the actual duration of design construction phases extend beyond the stated period, TTG shall be entitled to an adjustment to its design and construction phase services fee by an amount equal to the average fees required for services during the immediate past three months of construction.

**Owner Understands:**

The duties and responsibilities of the Design Professional under this Agreement run only to Owner. The duties and responsibilities of Design Professional do not extend to any third party including, without limitations, the successors and assigns of Owner, any condominium unit owners association or any individual unit owner. There are no third party beneficiaries of any kind for any reason of this agreement.

**Arbitration:**

It is recommended that any disputes, claims and other matters of question arising out of or relating to this Agreement or breach thereof shall first go to mediation. Should mediation prove to be ineffective, the parties shall enter into arbitration in the City that the project is constructed, in accordance with the rules of the American Arbitration Association, and the award rendered by the arbitrators shall be final and binding on all parties, and may be entered as judgment by any court of competent jurisdiction.

**Attorney's Fees:**

In the event TTG has to pursue litigation to seek recovery of any fees owed to TTG, the prevailing party shall be entitled to reimbursement by the other party for all reasonable attorney's and expert fees, filing fees, and any other costs or expenses reasonably incurred in the resolution of such dispute.

**Entire Agreement:**

This Agreement contains all terms and conditions agreed on by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist, or bind any of the parties hereto.



**Modifications:**

No change, modification, or amendment to this Agreement will be valid unless agreed to by both of the parties hereto in writing.

**Successors and Assigns:**

This Agreement shall inure to the benefit of and shall be binding upon each of the parties hereto and such party's partners, successors, executors, administrators and assigns.

**Severability:**

In the event any clause or portion thereof in this Agreement is deemed invalid or unenforceable by a court or arbitrator of competent jurisdiction, then that clause or portion thereof shall be treated as if it were omitted at the time of execution, and the remaining terms of this Agreement shall survive and be enforceable.

**Applicable Laws:**

Unless otherwise specified, this Agreement shall be governed by the laws of the State of California.