

AGREEMENT
31740

THIS AGREEMENT ("Agreement") is entered into as of July 23, 2010 between the CITY OF LONG BEACH, a municipal corporation ("City") and PERKOWITZ + RUTH, INC., a California corporation, dba Studioneleven at Perkowitz + Ruth Architects, with a place of business at 111 West Ocean Boulevard, 21st Floor, Long Beach, CA 90802 ("Consultant").

Recitals

A. City requires specialized architectural and consulting services to be performed in connection with City's various projects funded by the Neighborhood Stabilization Program 2, including without limitation the rehabilitation of the structure located at 1044 Main Avenue (each individually a "Project").

B. City has ascertained that Consultant and its employees are qualified, licensed, if so required, and experienced in performing such services.

C. City desires to have Consultant perform these services.

Agreement

1. SCOPE OF WORK OR SERVICES.

A. Consultant shall furnish specialized services more particularly set forth in Exhibit "A" attached to this Agreement in accordance with the standards of the profession, and City shall pay for these services from time to time, in due course of payments, as set forth in Section 4 of Exhibit "A"; however, such payments shall not exceed \$105,000.00 during the term of this Agreement. Any changes to Exhibit "A" must be approved in writing by City's City Manager or designee ("City Manager").

B. Consultant may select the time and place of performance under this Agreement provided, however, that access to City documents, records, and the like, if needed by Consultant, shall be available only during City's normal business hours.

C. City shall pay Consultant monthly following receipt from Consultant

and approval by the City Manager of invoices showing the services performed and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle.

2. TERM. The term of this Agreement shall commence on July 23, 2010, and shall terminate on July 22, 2011, unless sooner terminated as provided in this Agreement.

3. COORDINATION AND ORGANIZATION. Consultant shall coordinate performance under this Agreement with City's representative and shall advise and inform City's representative of the work in progress on individual Projects in sufficient detail so as to assist City's representative in making presentations and in holding meetings for the exchange of information. For purposes of this Agreement, City's representative is Angela Reynolds or her designee.

4. INDEPENDENT CONTRACTOR. In performing services under this Agreement, Consultant is and shall act as an independent contractor and not an employee, representative, or agent of City. Consultant shall have control of Consultant's work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for others during this Agreement provided, however, that Consultant acts in accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges and agrees that a) City will not withhold taxes of any kind from Consultant's compensation, b) City will not secure workers' compensation or pay unemployment insurance to, for or on Consultant's behalf, and c) City will not provide and Consultant is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Consultant expressly warrants that neither Consultant

nor any of Consultant's employees or agents shall represent themselves to be employees or agents of City.

5. INSURANCE. Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement from an insurance City that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A.M. Best & City the following insurance:

(a) Comprehensive general liability insurance or self-insurance naming City, its officials, employees, and agents as additional insureds from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of or in any manner connected with Consultant's operations or performance under this Agreement in an amount not less than One Million Dollars (\$1,000,000) combined single limit for each occurrence or Two Million Dollars (\$2,000,000) general aggregate.

(b) Professional Liability or Errors and Omissions in an amount not less than \$500,000 per occurrence if you are providing accounting, actuarial, architectural, auditing, brokerage, computer programming, consulting, counseling, daycare, engineering, environmental, landscape architectural, legal, medical, nursing, pastoral, surveying, real estate, soils engineering, or other professional services.

(c) Workers' Compensation insurance as required by the Labor Code of the State of California.

Any self-insurance program or self-insured retention must be separately approved in writing by City and shall protect City, and its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) days' prior written notice to City or ten (10) days' notice to non-payment of premium, and

shall be primary and not contributing to any other insurance or self-insurance maintained by City.

Consultant shall deliver to City certificates of insurance and copies of endorsements for approval as to sufficiency and form prior to the start of performance under this Agreement. The certificate and endorsements for each insurance policy shall contain the signature of a person authorized by that insurer to bind coverage on its behalf. "Claims made" policies of insurance are not acceptable unless the City Risk Manager determines that "occurrence" policies are not available in the market for the risk being insured. If a "claims made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required by this Agreement shall not be deemed to limit Consultant's liability relating to performance under this Agreement. City reserves the right to require complete certified copies of all these policies at any time. Any modification or waiver of the insurance requirements in this Agreement shall only be made with the approval of the City Risk Manager.

Consultant shall require any subconsultants which Consultant may use in the performance of the services under this Agreement (which do not act as a general contractor for a Project) to maintain insurance in compliance with the applicable provisions of this Section. City's Risk Manager shall consider subconsultants' written requests for modification of the insurance requirements based on the scope of work to be performed.

As a condition to the effectiveness of this Agreement, Consultant shall deliver to City certificates of insurance and all applicable endorsements for approval as to sufficiency and form, including insurance required of Consultant's subconsultants. The certificates and endorsements for each insurance policy shall contain the signature of a person authorized by that insurer to bind coverage on its behalf. Consultant shall, at least thirty (30) days prior to expiration of each of such policies, furnish City with evidence of renewals of the insurance required herein. City reserves the right to require

complete certified copies of all insurance required herein at any time.

6. ASSIGNMENT AND SUBCONTRACTING. This Agreement contemplates the personal services of Consultant and Consultant's employees, and the parties acknowledge that a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant and Consultant's employees. Consultant shall not assign its rights or delegate its duties under this Agreement, or any interest in this Agreement, or any portion it, without the prior approval of City, except that Consultant may with the prior approval of the City Manager, assign any moneys due or to become due Consultant under this Agreement. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted assignment or delegation. Nothing stated in this Section 6 shall prevent Consultant from employing as many employees as Consultant deems necessary for performance of this Agreement.

7. CONFLICT OF INTEREST. Consultant, by executing this Agreement, certifies and shall obtain similar certifications from Consultant's employees and approved subcontractors that, at the time Consultant executes this Agreement and for its duration, Consultant does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City and the interests of such other client.

8. MATERIALS. Consultant shall furnish all labor and supervision, supplies, material, tools, machinery, equipment, appliances, transportation, and services necessary to or used in the performance of Consultant's obligations under this Agreement.

9. OWNERSHIP OF DATA. All materials, information and data prepared, developed, or assembled by Consultant or furnished to Consultant in connection with this Agreement, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans,

information, material, and memorandum ("Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Consultant. Copies of Data may be retained by Consultant but Consultant warrants that Data shall not be made available to any person or entity for use without the prior approval of City. This warranty shall survive termination of this Agreement for five (5) years. Consultant's obligation with regard to the provision of Data to City shall not apply to Data (a) prepared by design professionals other than Consultant, or (b) use of a program such as Word or other word-processing or graphic program purchased or leased by Consultant under license from another source. City shall obtain its own computer programs if required to use the Data to read or reproduce Data provided by Consultant or its subcontractors. Any reuse or modification by City of any such documents for purposes other than this Agreement without Consultant's prior approval shall be at City's sole risk and liability. Consultant may, however, use final products of this Agreement for marketing purposes.

10. TERMINATION. Each party shall have the right to terminate this Agreement for any reason or no reason at any time by giving fifteen (15) calendar days' prior notice to the other party. In the event of termination under this Section, City shall pay Consultant for services satisfactorily performed and costs incurred up to the effective date of termination for which Consultant has not been previously paid. The procedures for payment in Section 1.C. with regard to invoices shall apply. On the effective date of termination, Consultant shall deliver to City all Data developed or accumulated in the performance of this Agreement, whether in draft or final form, or in process.

11. CONFIDENTIALITY. Consultant shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of this Agreement and for five (5) years following expiration or termination of this Agreement without the consent of City.

In addition, Consultant shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Consultant's performance hereunder for the same period of time. Consultant shall not disclose any or all of the Data to any third party, nor use it for Consultant's own benefit or the benefit of others except for the purpose of this Agreement.

12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for a breach of confidentiality with respect to Data that:

(a) Consultant demonstrates Consultant knew prior to the time City disclosed it; or

(b) Is or becomes publicly available without breach of this Agreement by Consultant; or

(c) A third party who has a right to disclose does so to Consultant without restrictions on further disclosure; or

(d) Must be disclosed pursuant to subpoena or court order.

13. AMENDMENT. This Agreement, including all exhibits, shall not be amended, nor any provision or breach hereof waived, except in writing signed by the parties which expressly refers to this Agreement.

14. GOVERNING LAW. This Agreement shall be governed by and construed pursuant to the laws of the State of California (except those provisions of California law pertaining to conflicts of laws).

15. ENTIRE AGREEMENT. This Agreement, including all exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

16. INDEMNITY. Consistent with California Civil Code Section 2782.2, when the services to be provided under this Agreement are design professional services to be performed by a design professional, as that term is defined under said Section 2782.2, Consultant shall to the fullest extent by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties")

for all claims, demands, costs or liability that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, its officers, employees and agents, in said performance of professional services under this Agreement.

Other than in the performance of professional services, independent of the indemnification duty and as a free-standing duty on the part of Consultant, Consultant shall defend City and shall continue such defense until the claim is resolved, whether by settlement, judgment or otherwise. Consultant's duty to defend shall be limited to the extent the claim arises from the negligent or wrongful acts, errors or omissions of Consultant, in connection with performance of this Agreement. Consultant shall not be responsible for the negligence, errors and/or omissions of independent third parties hired by City. Consultant shall notify the City of any claim within ten (10) days. Likewise, City shall notify Consultant of any claim, shall tender the defense of such claim to Consultant, and shall assist Consultant, as may be reasonably requested, in such defense.

City shall protect, defend, indemnify and hold Consultant, its employees, directors, agents, representatives, and attorneys (collectively in this section referred to as "Consultant") harmless from and against any and all claims, demands, causes of action, losses, damages, and liabilities, whether or not reduced to judgment, which may be asserted against Consultant arising from or attributable to or caused directly or indirectly by any negligent or intentional act, omission or misrepresentation of City, City's employees, officials, or agents in the performance of work under this Agreement. If it is necessary for purposes of resisting, adjusting, compromising, settling, or defending any claim, demand, cause of action, loss, damage, or liability, or of enforcing this provision, for Consultant to incur or to pay any expenses or cost, including, but not limited to attorney's fees or court costs, City agrees to and shall reimburse Consultant within a reasonable time. City shall give Consultant notice of any claim, demand, cause of action, loss, damage or liability within ten (10) calendar days.

17. AMBIGUITY. In the event of any conflict or ambiguity between this

Agreement and any exhibit, the provisions of this Agreement shall govern.

18. COSTS. If there is any legal proceeding between the parties to enforce or interpret this Agreement or to protect or establish any rights or remedies hereunder, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees.

19. NONDISCRIMINATION. In connection with performance of this Agreement and subject to applicable rules and regulations, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, age, gender, sexual orientation, AIDS, HIV status, handicap, or disability. Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to these bases. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

It is the policy of City to encourage the participation of Disadvantaged, Minority and Women-owned Business Enterprises in City's procurement process, and Consultant agrees to use its best efforts to carry out this policy in the award of all approved subcontracts to the fullest extent consistent with the efficient performance of this Agreement. Consultant may rely on written representations by subcontractors regarding their status.

Compliance with the Americans with Disabilities Act of 1990 shall be the sole responsibility of Consultant, and Consultant shall defend and hold City harmless from any expense or liability arising from Consultant's non-compliance therewith.

20. REPORTING. Each March and September, or in the case of short-term contracts, prior to application for final payment, Consultant agrees to submit information relating to Consultant's and Consultant's subcontractors' status as to Minority-Owned Business Enterprises ("MBE"), Women-Owned Business Enterprises

("WBE") and Disadvantaged Business Enterprises ("DBE"), as defined in Section 8 of the Small Business Act (15 U.S.C. § 637).

21. NOTICES. Any notice or approval required under this Agreement by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, addressed to Consultant at the address first stated above, and to City at 444 West Ocean Boulevard, 17th Floor, Long Beach, California 90802, Attn: Neighborhood Services Bureau Manager. Notice of change of address shall be given in the same manner as stated in this Agreement for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal service is obtained, whichever first occurs.

22. COPYRIGHTS AND PATENT RIGHTS.

A. Consultant shall place the following copyright protection on all Data:
© City of Long Beach 20____.

B. City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Consultant's performance of this Agreement.

C. Consultant warrants that to the best of its knowledge and belief the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. Consultant agrees to and shall protect, defend, indemnify and hold City, its officials and employees harmless from any and all claims, demands, damages, loss, liability, causes of action, costs or expenses (including reasonable attorneys' fees) whether or not reduced to judgment, arising from any breach or alleged breach of this warranty. Consultant's warranty and agreement to indemnify City with regard to the violation or infringement of any patent, copyright, trade secret or other proprietary right regarding the use of Data shall not apply to Data (a) prepared by design professionals other than Consultant, or (b) use of a program such as Word or other word-processing or graphic program purchased or leased by Consultant under license from another source. City shall obtain its own computer programs if required to

use the Data to read or reproduce Data provided by Consultant or its subcontractors.

23. COVENANT AGAINST CONTINGENT FEES. Consultant warrants that Consultant has not employed or retained any entity or person to solicit or obtain this Agreement and that Consultant has not paid or agreed to pay any entity or person any fee, commission, or other monies based on or from the award of this Agreement. If Consultant breaches this warranty, City shall have the right to terminate this Agreement immediately notwithstanding the provisions of Section 10 hereof or, in its discretion, to deduct from payments due under this Agreement or otherwise recover the full amount of such fee, commission, or other monies.

24. WAIVER. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provision of this Agreement, or of any right to damages or indemnity stated in this Agreement. The waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach of this Agreement.

25. CONTINUATION. Termination or expiration of this Agreement shall not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11, 17, 19, 23, and 29 prior to termination or expiration of this Agreement, and shall not extinguish any warranties hereunder.

26. TAX REPORTING. As required by federal and state law, City is obligated to and will report the payment of compensation to Consultant on Form 1099-Misc. Consultant shall be solely responsible for payment of all federal and state taxes resulting from payments under this Agreement. Consultant's Employer Identification Number is [REDACTED] Consultant acknowledges and agrees that City has no obligation to pay Consultant under this Agreement until Consultant provides the above-mentioned number.

27. ADVERTISING. Consultant shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager.

28. AUDIT. City shall have the right at all reasonable times during the term of this Agreement and for a period of five (5) years after termination or expiration of this Agreement to examine, audit, inspect, review, extract information from, and copy all books, records, accounts, and other documents of Consultant relating to the Projects performed by Consultant pursuant to this Agreement.

29. NO PECULIAR RISK. Consultant acknowledges and agrees that the services to be performed under this Agreement do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform the services.

30. THIRD PARTY BENEFICIARY. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/


THE PARTIES have executed this Agreement as of the date first provided

above.

Dated: 8/13, 2010

CITY OF LONG BEACH

By:



Name: Patrick H. West
Title: City Manager

CITY

PERKOWITZ + RUTH, INC., a California corporation, dba Studioneleven at Perkowitz + Ruth Architects

Dated: _____, 2010

By:

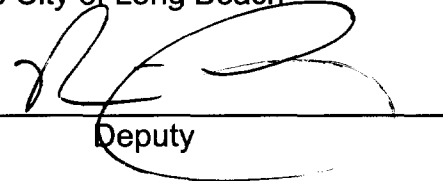

Name: MICHAEL BOHN
Title: PRINCIPAL

CONSULTANT

Approved as to form this 4 day of August, 2010.

ROBERT E. SHANNON, City Attorney of the City of Long Beach

By


Deputy

RFA: BG
07/21/10
A09-02832

June 29, 2010

Angela Reynolds
Bureau Manager
NEIGHBORHOOD SERVICES BUREAU
CITY OF LONG BEACH
444 W Ocean Blvd, Suite 1700
Long Beach, CA 90802

RE: 1044 Maine Avenue
Long Beach, California

Dear Ms Reynolds,


Studio One Eleven respectfully submits this letter and associated proposal in response to the City of Long Beach's Request For Proposals for the property located at 1044 Maine. Having completed the initial concept design for this property we are especially familiar with the challenges and opportunities of the project and we look forward to helping the City renovate this historic building. Studio One Eleven is very excited at the opportunity to see this project through the final stages of completion.

Our firm understands the intricacies of historic rehabilitation projects and we are very familiar with the Secretary of the Interior's Standards for Historic Rehabilitation. In addition to our familiarity with historic renovation, our firm has a long history of work in and around the City of Long Beach. We have been recognized by the American Institute of Architects with awards at both the local and national levels for our renovation work.

Our firm's management and staff are strongly committed to a collaborative team approach that fosters a relationship of cooperation among community, owner, architect and contractor. We will work hand in hand with the City to determine the most efficient use of time and budget in order to complete the renovation of 1044 Maine and we will complete the work in the most expeditious and professional manner possible.

We look forward to personally presenting our firm's qualifications during the course of your selection process and we thank you in advance for giving Studio One Eleven the opportunity to propose on this project.

Sincerely,


Brian Ulaszewski
Project Design Director

STUDIO ONE ELEVEN
at Perkowitz + Ruth Architects

Agreement for Professional Services

date June 29, 2010

client Ms. Angela Reynolds
CITY OF LONG BEACH
COMMUNITY DEVELOPMENT
333 West Ocean Boulevard, 3rd Floor
Long Beach, CA 90802

email angela.reynolds@longbeach.gov

project **1044 MAINE**
LONG BEACH, CALIFORNIA

project number **09497**

Dear Angela:

Studio One Eleven at Perkowitz+Ruth Architects is pleased to submit this proposal and agreement to the City of Long Beach Redevelopment Agency to provide architectural services for a fixed fee plus reimbursable expenses, as per the attached Exhibit "A" Schedule of Fees, as determined by the scope of work described within.

contents

- 1.0 project description
- 2.0 scope of work
- 3.0 anticipated schedule
- 4.0 fee summary
- 5.0 anticipated deliverables
- 6.0 exclusions and additional services
- 7.0 client to provide
- 8.0 terms and conditions

1.0 project description

The project at 1044 Maine Avenue is located in the Historic Wilmore district in Long Beach, California. An existing substandard multi-family apartment building at this location will be renovated to improve the building's exterior appearance and the interiors will be renovated so as to make the building habitable. The intention of the design will be to utilize as much of the existing structure as possible while upgrading the interior and exterior.

The scope of work will consist of remodeling an existing two-story wood framed structure (Type V). The program includes 11 residential units with the conversion of one unit from residential to a laundry facility. The total building area is approximately 5,460 sq.ft.

This scope of work shall include the following design services:

- Site Investigation and Existing Conditions Drawings
- Design Development
- Construction Documents & Permitting
- Construction Contract Administration

The following consultants are contracted through Studio One Eleven:

- Architectural
- Structural (In-house)
- Landscape (In-house)

2.0 scope of work

PHASE I: SITE INVESTIGATION and EXISTING CONDITIONS DRAWINGS (09497-11-000)

Timeframe: Approximately four (4) weeks

Studio One Eleven to submit the following Existing Conditions drawings to the Housing Authority for review and comment:

1. Architectural:

- Existing site plan
- Existing Floor plans (first and second floor)
- Existing roof plan
- Existing elevations (four sides)
- Two (2) typical existing sections
- Four (4) typical existing interior elevation drawings (Units 1, 3, 5, 7)
- Selective Demolition plan

2. **Environmental Testing:** Studio One Eleven recommends environmental and termite testing by the City of Long Beach.

3. **Demolition:** Studio One Eleven will review selective demolition (not in scope) of the project and provide a final Existing Conditions plan on which to base future architectural drawings.

4. **Meetings:** One (1) meeting with Client to review deliverables.

5. **Assumptions:** The above scope of work assumes no plan changes to the units, all walls to remain in place. For the purposes of this proposal it is assumed that the historic nature of the building supercedes the requirements of the American's with Disabilities Act and that the project will not be made ADA accessible.

PHASE II: DESIGN DEVELOPMENT (09497-15-000)

Timeframe: Approximately four (4) weeks

Prepare design development documents based on Client approved concept design package and Existing Conditions drawings. Studio One Eleven will incorporate sustainable strategies including: Energy Star appliances, light roof, low VOC paint, drought tolerant plants, etc. The package shall consist of drawings and product cut sheets that describe the size and nature of the project, including:

1. **Architectural:** update drawings of
 - Project Summary and Program
 - Develop hardscape/landscape layout and design.
 - Verify structural requirements.
 - Site plan coordinated with hardscape/landscape plan.
 - Building Plans, including building structure.
 - Typical unit plans at 1/4" scale, plans to include floor plan layout, floor finish layout and unit reflected ceiling plans on a single sheet.
 - Reflected Ceiling Plans
 - Roof Plan.
 - Add as needed typical wall type details.
 - Elevations of four sides of building showing material locations.
 - Enlarged elevations of major entry areas, canopies, building elements and typical balcony railing.
 - Buildings sections
 - Typical interior elevations for four units (Units 1, 3, 5, 7) that describe the design intent including dimensions and materials.
 - Project Tabulations - updated to reflect Design Development approvals.
 - MEP Criteria
2. **Landscape:**
 - Develop hardscape/landscape layout and design.
 - Develop planting plans and conceptual details with focus on drought tolerant landscape.
 - Develop irrigation basis of design.
 - Create enlarged plans of areas requiring detailed information.
3. **Structural:** Structural engineer to prepare Design Development level specifications and drawings of the structural system showing foundation bolting (or other upgrades as required), framing, and preliminary design of special conditions and systems. This includes materials, gross sizes, critical details, and basic dimensions.
4. **Lighting:** Provide lighting strategy for project site and public spaces (no electrical engineering is included in this proposal).
5. **Meetings:** Up to two (2) coordination meetings with Client for coordination.
6. **Anticipated Deliverables:** Design Development documents will be provided for review and approval by the Client.

PHASE III: CONSTRUCTION DOCUMENTS & PERMITTING (09497-25-000)

Timeframe: Approximately four (4) weeks for Construction Documents and (estimated) 12 weeks for plan check process.

Based on the Client approved Design Development documents, prepare for approval by governmental authorities having jurisdiction over the Project (Cultural Heritage, Planning Dept., Building Dept.), including revisions necessary to secure such approvals and required permits. This includes Construction Documents setting forth the requirements for construction of the Project, consisting of drawings and specifications that comply with applicable codes, laws, ordinances and regulations enacted at the time of their preparation. Process and clear corrections required by the Building Department in order to clear building permit.

1. **Architectural:** update drawings for purposes of permitting
 - Project tabulations.
 - Building floor plans.
 - Unit plans with dimensions
 - Roof plan
 - Exterior elevations
 - Door schedule - (Including door/jamb/partition types)
 - Hardware schedule for code compliance
 - Finish schedule for code compliance
 - Stair, elevator plans, sections
 - Window schedule
 - Plan details
 - Typical wall sections
 - Reflected ceiling plan
 - Egress plan
 - Building cross sections
 - Miscellaneous detail sheets
 - Specifications book
2. **Landscape:**
 - Scaled and dimensioned hardscape construction plan.
 - Scaled and dimensioned detail plans of selected areas.
 - Miscellaneous construction details.
 - Irrigation plan to be design/ build by contractor.
 - Scaled planting plan
 - Scaled detail planting plans of selected areas.
 - Miscellaneous planting details and plant list.
 - Project specifications.
3. **Structural:** Structural Engineer to provide plans, details and calculations necessary for construction of proposed design. Structural Engineer to produce, as required by jurisdictional authorities, structural calculations in order to facilitate review of the documents for permit and assist the Architect in specifying the scope, standards, and frequency of required testing and inspection services by independent agencies.
4. **MEP:** Mechanical Engineer to provide Construction Document drawings and Specifications for HVAC, Plumbing and Electrical systems. Energy modeling based on requirements for Title 24.

5. **Permitting:** Construction Documents to be submitted to the City of Long Beach Building and Safety and Planning Department for review and all comments addressed for permit issuance. No City fees for permit submittal are included in this agreement nor shall be paid by Studio One Eleven.
6. **Meetings:** Studio One Eleven to attend up to three (3) project meetings and/or teleconferences with the development team for the Construction Documents phase. Meeting minutes will be recorded and distributed to team.
7. **Anticipated Deliverables:**
 - 90% Construction Documents will be submitted for plan check to the City of Long Beach.
 - Scope of work shall be considered complete upon the issuance of a 'permit ready' set of Construction Documents.
 - Final plans and Specifications shall be forwarded to Client.

PHASE IV: BIDDING & CONSTRUCTION CONTRACT ADMINISTRATION (09497-26-000)

Timeframe: Approximately twenty-six (26) weeks

1. Studio One Eleven to provide Construction Contract Administration services. Client shall provide direction and information regarding distribution of bids and creation of up-front bid documents. Attend one (1) bid conference to answer contractor questions, only one (1) bid cycle is included (Note: Additional bid cycles will be provided upon request, on an hourly basis, per the attached Exhibit "A" Schedule of Fees.)
2. Process shop drawings and product submittals up to 20 hours.
3. Process Requests For Information (RFI) up to 30 hours.
4. Issue Construction Change Directives as required.
5. Review Change Order Requests/Change Orders as requested by Client.
6. Review contractor's Request for Payment applications as requested by Client. (Note: Site visitations are required for payment application review.)
7. Work to be consistent with AIA A201-2007.
8. Construction visits included in the contract as follows:
 - Architect: Up to eight (8) site visits.
 - Structural: Up to two (2) site visits.
 - Landscape: Up to two (2) site visits.

Note:

- Additional visits will be provided upon request, on an hourly basis per the attached Exhibit "A" Schedule of Fees.
- A construction timeline beyond six (6) months may require additional fees per the attached Exhibit "A" Schedule of Fees.

STOP AND RESTART WORK:

This proposal assumes that the scope of work listed above will be completed within 12 months of execution. Extensions to that schedule or changes to the scope of work may require reevaluation of fee and terms. To stop work for an extended period of time creates inefficiencies due to staff allocation and project orientation. If work needs to stop for any period of time, work must be stopped between phases.

3.0 anticipated schedule

Studio One Eleven anticipates the following schedule, not including unforeseen setbacks by approval agencies:

| | | | |
|-----|-----------|--|------------------------|
| 3.1 | Phase I | Site Investigation and Existing Conditions | approximately 4 weeks |
| 3.2 | Phase II | Design Development | approximately 4 weeks |
| 3.3 | Phase III | Construction Documents & Permitting | approximately 18 weeks |
| 3.4 | Phase IV | Bidding & Construction Contract Administration | approximately 26 weeks |

4.0 fee summary

| | | | | |
|--------------------------|-----------|--|--------------|---------------------|
| 4.1 | Phase I | Site Investigation and Existing Conditions | fixed fee of | \$ 10,000.00 |
| 4.2 | Phase II | Design Development | fixed fee of | \$ 32,000.00 |
| 4.3 | Phase III | Construction Documents & Permitting | fixed fee of | \$ 38,000.00 |
| 4.4 | Phase IV | Bidding & Construction Contract Administration | fixed fee of | \$ 25,000.00 |
| TOTAL FIXED FEE : | | | | \$105,000.00 |

* plus reimbursable expenses per the attached Exhibit "A" Schedule of Fees.

The fee has been prepared based on the scope of work described above. It is understood that should the Client's program or the Architect's services be increased due to significant changes, additional fees shall be required.

5.0 anticipated deliverables

As detailed in the scope of work in section 2.0 of this agreement.

6.0 exclusions and additional services

- a. LEED documentation and certification
- b. Off-site architectural site plans, or off-site electrical power/lighting plans.
- c. Additional zoning or planning processing or approvals for the Project, if required.
- d. Design and agency coordination of grease interceptors (by contractor).
- e. Additional building area beyond those included above.
- f. Submittal of plans to the health department for review/approval.
- g. Specially designed footings or foundations, such as piles or caissons; site or building retaining walls; separate processing of a foundation permit.
- h. De-watering design or coordination for subsoils hydrostatic conditions.
- i. Changes to construction documents at request of client which conflict with prior approvals, or client's directions.
- j. Plan revisions or additional coordination due to changes to the property, parcels, lot lines, or parcel map after commencement of the construction document phase of the project.
- k. Additional meetings for architect or their consultants which may be required with city, client, tenants or consultants beyond those previously noted.
- l. Fountains, sculptures, special lighting, furniture, fixtures, equipment plans or specifications.
- m. Fire/life safety systems including but not limited to fire sprinkler and alarm (design-build).
- n. Low voltage; data, telephone, cable, and internet systems (design-build).
- o. Additional site visits or special inspections when specifically required by the authority having jurisdiction beyond those specifically included herein.
- p. Contracting with other engineering, environmental, or other consultants beyond those included in this agreement, including fire sprinklers, environmental, soils, civil, acoustic, traffic

- engineering or dry utility consultants.
- q. Coordination of the traffic, environmental or acoustical engineers' work excludes extensive time to evaluate, or prepare drawings, on optional recommendations.
 - r. Hazardous waste or asbestos abatement plans or coordination.
 - s. Estimate of construction costs.
 - t. Construction contract administration services required beyond those previously noted.
 - u. Assisting Client in processing loan documents with lenders, and assignment of plans and specifications.
 - v. Value engineering after bidding process.
 - w. No consultants other than in-house structural and landscapine architectural services are included in this proposal. All MPE systems to be design/ build by contractor.
 - x. Government fees.
 - y. Reimbursable expenses as shown in the attached Exhibit "A" Schedule of Fees.

7.0 client to provide

- a. Selective demolition of portions of the building.
- b. Soils report – if available
- c. Topographic and ALTA survey of existing conditions – if available
- d. General Conditions of the Contract for Construction between Owner and Contractor. Should any provision of the Owner/Contractor Agreement relating to the Architect's services be inconsistent with this Agreement, this Agreement shall govern the rights and obligations as between Owner and Architect.

For purposes of this proposal, it is assumed the construction documents will combine multiple buildings into one (1) set of plans. It is understood that the architect will complete all drawings and specifications, and clear corrections by the governmental agencies for permit, prior to issuing the plans for bid. Should this not occur there will be a need to cloud and delta the plans for an additional fee. It is also understood the entire project will proceed and process through design, construction documents, building department and contract administration consecutively as a single-phased project, and that all site visits provided for site or building(s) will be concurrent.

8.0 terms and conditions

8.1 invoicing

We will be invoicing you on a monthly basis as the job progresses. Payment of invoices is due within thirty (30) days of the invoice date. **It is understood that the payment of our invoices will be made on a timely basis and that no special/deferred payment schedule is required or agreed upon.** Invoices not paid within thirty (30) days are subject to interest charges of one and one-half percent (1 1/2%) per month. Should regular payment of our invoices not be received within sixty (60) days of the invoice date, we reserve the right to stop all work on the project immediately thereafter. An additional five (5%) percent of the Architect's basic compensation shall be due from the Client for restarting the Project after the work is stopped at the Client's request, or for other reasons not caused by the Architect, for thirty (30) days or more. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to contractors or on account of the cost of changes in the work other than those for which the Architect is held legally liable in a court of competent jurisdiction. In the event of any action or proceeding in order to collect professional architectural and/or engineering fees, the Architect shall be entitled to recover collection costs, including attorney's fees, from the Client. Unless otherwise instructed, all invoices will be forwarded to the individual signing this Agreement.

8.2 professional materials

Architect shall have the right to include photographic or artistic representation of the design of the Project among the Architect's promotional and professional materials, including the placement of banners at the project site. The Architect's materials shall not include the Client's confidential or proprietary information if the Client has previously advised the Architect in writing of the specific information considered by the Client to be confidential or proprietary. The Client will provide professional credit to the Architect in the Client's promotional materials for the Project, whenever practical.

8.3 ownership of documents

All reports, plans, designs, specifications, field data, notes, construction documents, and other documents and instruments, including electronic files, ("Instruments of Service") prepared by the Architect shall remain the property of the Architect. The Architect shall retain all common law, statutory and other reserved rights, including the copyright thereto. Nevertheless, the Client shall have a licensed copy of all work product and instruments of service prepared under this Agreement upon completion of the services and payment in full of all monies due to the Architect. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the instruments of services by the Client or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Architect.

8.4 limitation of liability

1. Client to purchase separate project insurance coverage for design team including Professional Liability with a ten (10) year extended reporting period post construction, to be written in conjunction with a General Liability WRAP.
2. Architect agrees to obtain and maintain errors and omissions insurance on a claims-made basis, in the combined amount in the aggregate per calendar year (as opposed to each occurrence) of One Million Dollars (\$1,000,000) until the date three years following the issuance of the final Certificate of Occupancy on the Project or, in the event of termination, the date of termination, whichever occurs first.

In the event that Architect either cannot obtain or finds it financially unfeasible to obtain errors and omissions insurance, Architect shall self-insure by providing an equivalent net worth of One Million Dollars (\$1,000,000) determined in accordance with generally accepted accounting principles.

The total liability of the firm for all damages (regardless of the number of clients under this provision, persons or organizations claiming injury or damage or claims for all damages) shall not exceed One Million Dollars (\$1,000,000) in the aggregate. The aggregate shall mean the total of all damages paid by Architect and/or insurance company for all claims and "allocated claims expense" made during the same year prior to the filing of the claim against Architect by the Client. "Allocated claims expense" shall mean litigation expenses, excluding the cost of investigation and adjustment of claims by salaried employees of Architect and by independent adjusters, but including attorneys' fees, arbitrators' fees, arbitration costs, court costs, expenses incurred in obtaining expert testimony and consultant opinions and the attendance of witnesses, provided that only those items of expense which can be directly allocated to a specific claim shall be included.

As long as Architect maintains the above-described insurance through an insurance carrier, the Client agrees to limit Architect's liability to the Client due to Architect's negligent acts, errors or omissions, such that the total aggregate liability of Architect to all those named shall not exceed the residual insurance amount.

Architect will provide insurance coverage limits as noted below. Should additional coverages be required by Client, Architect may provide coverage(s) for an additional fee to be quoted upon request.

| | |
|------------------------|--|
| General Liability | \$1,000,000 each occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products & Completed Operations \$2,000,000 General Aggregate |
| Automobile Liability | \$1,000,000 combined single limit (each accident) hired and non-owned autos |
| Excess Liability | \$4,000,000 each occurrence/aggregate |
| Employers Liability | \$1,000,000 per occurrence |
| Worker's Compensation | Statutory Amount |
| Professional Liability | \$1,000,000 per claim/\$1,000,000 aggregate (annual) \$100,000 deductible |

8.5 dispute resolution

In the event of any claims or disputes arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and the Architect agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties may agree to resolution by arbitration, which shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and/or JAMS/Endispute currently in effect. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

8.6 assignment

The Client and Architect, respectively, may not assign his interest or obligation under this Agreement without the written consent of the other party, which consent may not be unreasonably withheld.

8.7 standard of care

In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Since perfection is impossible to attain and is not contemplated or required of the design professional by the standard of care for the profession, the Architect makes no warranty, either express or implied, that the design and construction documents produced by the Architect or their consultants will be free from errors. The Client shall include a contingency in the construction budget to cover these additional costs.

8.8 coordination

Architect is responsible for coordinating and managing the work of third party consultants hired by the Architect or the Client, and known at the time of this fee Proposal/Agreement, to perform design and related work in connection with the development of the Project (collectively, "Other Consultants").

Such coordination and management shall include communicating with Other Consultants throughout the course of the design of the Project, sharing drawings, plans and/or specifications; and, updating Other Consultants when the Architect becomes aware of any changes or developments which affect the completion of the Project, the services, or the work being performed by Other Consultants. Any additional consultants hired after the Architect's scope and fee have been agreed upon will require additional architectural fees. It is understood that Other Consultants are licensed professionals and the Architect is not responsible for the quality and completeness of their work except for coordination as stated herein; however, the Architect shall immediately notify the Client in the event the Architect becomes aware of any errors, conflicts or inconsistencies in the work of Other Consultants. The Architect shall coordinate its drawings with those provided by Other Consultants to ensure that an overall coordinated set of drawings is provided for the Client's review at each phase: Schematic Design, Design Development, and Construction Documents.

8.9 cost estimates:

The cost estimate is an opinion of probable construction cost made by the Architect. In providing opinions of probable construction cost, it is recognized that neither the Client nor the Architect has control over the costs of labor, equipment or materials, or over the Contractor's methods of determining prices or bidding. The opinion of probable construction costs is based on the Architect's reasonable professional judgment and experience and does not constitute a warranty, express or implied, that the Contractor's bids or the negotiated price of the Work will not vary from the Client's budget or from any opinion of probable cost prepared by the Architect.

8.10 americans with disability act (ada):

The Americans with Disability Act (ADA) provides that alterations to an existing facility must be made in such a manner that, to the maximum extent feasible, the altered portions of the facility are readily accessible to persons with disabilities. The Client acknowledges that the requirement of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Client's Project will comply with all interpretations of the ADA requirements and/or the requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project.

8.11 remodeling and rehabilitation:

The Client understands and acknowledges that in the remodeling or rehabilitation of existing structures, certain design and technical decisions are made on assumptions based upon readily available documents and visual observations of existing conditions. Unless specifically directed in writing by the Client, the Architect shall not perform or have any destructive testing or open any concealed portions of the building in order to ascertain its actual condition. In the event that the Architect's assumptions, made in good faith, prove to be incorrect, the Client agrees that the Architect shall not be held responsible for additional work, losses or costs required to correct any ensuing problems based upon such assumptions. The Client further agrees to indemnify, defend and hold the Architect harmless from and against and all claims, suits, demands, losses and expenses, including reasonable attorneys' fees, precluding or resulting to any and all persons, firms or any other legal entity, on account of any damage or loss to property of persons, including death, arising as a result of the performance of any work which was based on such good faith assumptions, except where the Architect is found to be solely liable for such damages or losses by a court of forum of competent jurisdiction.

8.12 tenant changes beyond architect's scope of services:

In the event the Client's Tenant(s) makes or permits to be made any changes to their building after the completion of this Project, for which the Architect provided no design services, the Client and

Client's Tenant(s) shall assume full responsibility for the results of such changes including any ADA requirements. Therefore, the Client and Client's Tenant(s) agree to waive any claim against the Architect and to release the Architect from any liability arising directly or indirectly from such changes. In addition, the Client and Client's Tenant(s) agree, to the fullest extent permitted by law, to indemnify and hold harmless the Architect from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

8.13 indemnification for condominium project risk:

1. Client Indemnity. The Client hereby agrees to indemnify and hold Architect and its consultants, harmless from any action, liability, claim, dispute, loss, cost or expense including attorney's fees, relating to or arising out of the construction of the project which is the subject of the plans prepared by Architect, pursuant to the terms of this agreement unless any such action, cause of action, liability, claim, dispute, loss, cost or expense is determined by a court of competent jurisdiction to arise primarily from the negligence or willful conduct of Architect.
2. Indemnity by Contractor. The Client shall cause the Contractor to indemnify and hold harmless the Architect from and against any and all claims, demands, suits and damages, for bodily injury or property damage, for which the contractor is liable that arise out of negligent acts or omissions by the Contractor, its employees, agents and representatives in performing the Work.
3. Limitation of Liability. Notwithstanding anything to the contrary set forth herein, it is hereby agreed, with respect to any claims and liabilities of Architect or Client hereunder that (i) the sole and exclusive remedy shall be against Architect and its corporate assets or against Client and its company assets, as applicable, and not against any of their respective officers, shareholders, members, managers or affiliates, (ii) no officer, shareholder, member, manager or affiliate of Architect or of Client shall be sued or named as a party in any suit or action, (iii) no judgments shall be taken against any officer, shareholder, member, manager or affiliate of Architect or of Client, (iv) no writ of execution will ever be levied against the assets of any officer, shareholder, member, manager or affiliate of Architect or of Client, (v) the covenants and agreements contained in this Paragraph are enforceable by Architect, Client and also by any of their respective officers, shareholders, members, managers and affiliates, provided, however, that the limitation of liability set forth in this Paragraph shall not apply to the extent of any claims for fraudulent conveyance or distributions made in violation of applicable law, and (vi) the Client agrees to limit the liability to Client, and to all construction contractors and subcontractors on the project, due to the Consultant's negligent acts, errors or omissions such that the total aggregate liability of the Consultant to all those named above shall not exceed the limits of agreed insurance policy limits.

8.14 maintenance manual:

The Client agrees that the bylaws of the Homeowners Association established for this project will require that the Association perform, as recommended in the Maintenance Manual, all necessary or commonly accepted maintenance procedures, inspections and any necessary repairs and maintenance procedures called for as a result of these inspections, in accordance with applicable law.

In accordance, the Client agrees that the Homeowners Association will be required to sign the Maintenance Manual, in which the Association states that the maintenance recommendations therein have been explained to it and that it understands and agrees to such recommendations.

The Client also agrees that the bylaws of the Homeowners Association shall contain an appropriate waiver, hold harmless and indemnity in favor of the Architect, its officers, shareholders or consultants if the recommendations contained in the Maintenance Manual are not performed, in accordance with applicable law.

8.15 waiver:

In consideration of the substantial risks to the Architect in rendering professional services in connection with this Project, the Client agrees to make no claim and hereby waives, to the fullest extent permitted by law, any claim or cause of action of any nature against the Architect, its officers, directors, employees and sub-consultants, which may arise out of or in connection with this Project or the performance, by any of the parties named above, of the services under this Agreement.

8.16 deed restrictions:

The Client hereby agrees to place the following statements in the deed restrictions of each of the residential units that may be offered for sale and shall remain in effect for all subsequent buyers in perpetuity:

(1) Each homeowner, both individually and in association, hereby agrees as a condition of purchase not to bring suit or action against the Architect which prepared the plans for the project or its officers, shareholders, or consultants for any reason whatsoever other than the Architect's sole negligence or willful conduct, as determined by the court of competent jurisdiction.

(2) The Buyer and Client of the project shall endeavor to resolve claims, disputes and other matters in question between them by mediation in accordance with procedures set forth by applicable law. The mediator shall have sufficient availability such that the mediation occurs within 15 days after the request to mediate is received and occurs at a mutually convenient location within the county where the action is pending.

Client is required to incorporate an ADR by covenant provision into the CC&Rs.

Failure to include such language within the deed restrictions will obligate the Client to indemnify the Architect and its consultants for any action brought about by a homeowner, either individually or in association, and shall obligate Client to totally indemnify Architect and its consultants for any expenses associated with said action.

8.17 peer review:

The Client shall contract with third party consultants to conduct, at their expense, 1) a peer review of the Consultant's construction documents by qualified consulting Architect and engineer; 2) a constructability review of the design, and comments resulting in revisions to same; 3) inspections by qualified independent consultant/contractor during construction and after construction for a period of 18 months and perform modifications recommended; and 4) provide quality control review by qualified staff during the design and construction process

8.18 termination

This Agreement may be terminated by the Client upon not less than seven (7) days written notice to the Architect. The Architect shall be compensated for services and reimbursable expenses incurred prior to receipt of notice of termination.

The work described in this Agreement will not commence without a signed authorization. Please note your acceptance by returning one (1) signed copy of this Agreement to Perkowitz + Ruth Architects via mail. Upon your request we will forward an AIA Document B151 Abbreviated Standard Form of Agreement Between Owner and Architect for your signature. Should your schedule require that we start the work immediately, please send your signed Agreement back to us via email or fax.

Client accepts this Agreement and all of the terms and conditions set forth herein, by signing below or otherwise directing Architect to proceed with the work, or any portion thereof, described or contemplated herein.

We would like to thank you for giving us the opportunity to be of service to you on this project.

Sincerely,

STUDIO ONE ELEVEN
AT PERKOWITZ + RUTH ARCHITECTS


Michael P. Bohn, AIA
Principal

BU:jq

(enclosure / attachment)

cc Alan Pullman, AIA
Accounting

NAME AND LICENSE NUMBER OF ARCHITECT:

Simon Perkowitz, AIA, California Architect License No. C24026
Steven J. Ruth, AIA, California Architect License No. C13363
Alan Pullman, AIA, California Architect License No. C26936

accepted

by *

date _____

name (typed/printed) _____

title _____

please provide the following:

tax I.D. number _____

banking reference _____

**It is understood the individual signing this agreement is a representative of the client and has contractual authority to sign on their behalf.*

EXHIBIT "A"
SCHEDULE OF FEES
EFFECTIVE NOVEMBER 11, 2009

| 1. professional staff | hourly fee |
|------------------------------|-------------------|
| principal: | \$190.00 |
| director: | \$150.00 |
| senior manager: | \$130.00 |
| manager: | \$115.00 |
| advanced staff II: | \$105.00 |
| advanced staff I: | \$ 95.00 |
| designer/drafter III: | \$ 85.00 |
| designer/drafter II: | \$ 80.00 |
| designer/drafter I: | \$ 75.00 |
| intern/administrative staff: | \$ 55.00 |

* Professional staff categories are representative and may not indicate specific professional staff titles in each labor category.

2. mileage and subsistence

- **auto mileage**
\$0.63 per mile
- **air travel and auto rental**
actual cost
- **subsistence (lodging, meals and incidentals)**
actual cost (where the work requires that employee stay over night away from home, or travels beyond 100 miles one-way from our office).

3. materials and supplies

- office and drafting supplies are included in the hourly rate in paragraph 1.
- cost of vellums, printing, CAD plotting and reproductions are charged at cost from commercial reprographics companies.
- outside services i.e., telephone calls, facsimiles, messenger, federal express, express mail, etc., are charged at actual cost .
- any reimbursable expenses requested by the client subsequent to the completion of our contract scope of work shall be billed on a time and material basis. This includes the cost of professional fees required to process this request.

4. consultants

- actual cost

In accordance with normal architectural rate review practices, we may periodically revise this Schedule of Fees in keeping with industry rate changes. We reserve the right to incorporate these changes into existing contracts and/or changes in services.